

# Request for Proposals (RFP) 2022094

## Glaval Rebuilds

Date Issued: February 13th, 2023

**Proposal Due: March 8th, 2023, 2:00 PM CT**

Facilitator:

Matt Green

Procurement Administrator

[Matt.Green@nashville.gov](mailto:Matt.Green@nashville.gov)

615-917-8852



**REQUEST FOR PROPOSALS**

WeGo Public Transit  
Main Office  
430 Myatt Drive  
Nashville, TN 37115

**PROPOSALS MUST BE RECEIVED  
PRIOR TO 2:00 PM CT  
March 8th, 2023  
  
PROPOSAL NUMBER  
2022094**

**INSTRUCTIONS:**

1. SUBMIT (1) PHYSICAL ORIGINAL AND (1) ELECTRONIC COPY OF THE REQUIRED DOCUMENTS AND PROPOSAL
2. RETURN THE REQUEST FOR ADDENDA TO RECEIVE ANY ADDENDA.
3. ALL PROPOSALS ARE TO BE IDENTIFIED WITH RFP 2022094, RFP NAME, AND RETURNED IN A SEALED ENVELOPE OR PACKAGE.
4. DURING THE RFP PROCESS ALL COMMUNICATION **MUST** BE DIRECTED TO PROCUREMENT DEPARTMENT.

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The Nashville Metropolitan Transit Authority (Nashville MTA) d/b/a WeGo Public Transit (hereafter may be referred to as “the Agency” or “the Authority”) is soliciting proposals from firms qualified in light to medium duty bus rehabilitation to rebuild several 2013 Ford E450 Glavals (hereafter may be referred to as “bus” or “buses”). The Agency requests a minimum of five (5) total rebuilds but may request up to fifteen (15) total bus rebuilds.

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

**SUBMISSION DEADLINE**

Proposals will be accepted at the Agency’s office located at 430 Myatt Drive, Nashville, TN 37115 until 2:00 PM CT, March 8th, 2023. Proposals received after this date and time will not be accepted. Proposals are not opened with regular mail.

**QUESTIONS/CLARIFICATION DEADLINE**

All questions, requests for clarification, and other inquiries related to this RFP must be received by Matt Green, Procurement Administrator, no later than 2:00 PM CT, March 3rd, 2023, in writing via e-mail at [Matt.Green@nashville.gov](mailto:Matt.Green@nashville.gov).

**PRE-PROPOSAL MEETING**

The pre-proposal meeting will be held at 10:00 AM CT, February 20th, 2023, via WebEx. Firms interested in participating in the pre-proposal meeting must contact [Matt.Green@nashville.gov](mailto:Matt.Green@nashville.gov) by 2:00 PM CT, February 19th, 2023, to receive WebEx meeting details. The purpose of the pre-proposal meeting is to address the solicitation requirements and the procurement process.

Assistance for disabled, blind or hearing-impaired persons who wish to attend is available with prior arrangement by contacting Matt Green at the email address noted above.

If interpretations, specifications, or other changes to the solicitation are required as a result of the meeting, the Agency will post an addendum on the Agency Procurement webpage at <https://www.wegotransit.com/doing-business/current-opportunities/>

### **OPTIONAL VEHICLE INSPECTION**

The vehicle inspection window will be held on February 22<sup>nd</sup> and February 23<sup>rd</sup>, 2023, from 9:00 AM CT to 2PM CT. Participants are required to email [Matt.Green@nashville.gov](mailto:Matt.Green@nashville.gov) by 2:00 PM CT, February 20th, 2023, to reserve an inspection timeslot and receive location details. Those involved in the inspection must wear and provide their own Personal Protective Equipment (PPE) including safety glasses, steel toe boots, and protective gloves.

**ADDENDA REQUEST**

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

I HAVE READ AND UNDERSTOOD THIS REQUEST FOR PROPOSALS **2022094** and do herein request copies or notices of addenda. The information requested below must be received no later than 2 PM CT, February 20th, 2023, via e-mail at [Matt.Green@nashville.gov](mailto:Matt.Green@nashville.gov)

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Company Name

Phone Number

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Address

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Point of Contact

Email:

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## I. INTRODUCTION

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### 1.1 BACKGROUND

The Nashville Metropolitan Transit Authority (Nashville MTA) provides public transportation services including local and express routes, to citizens and visitors within the Metropolitan Nashville area and is a component unit of the Metropolitan Government of Nashville & Davidson County.

The Regional Transportation Authority of Middle Tennessee was created by State of Tennessee statute in 1988 and serves as the agency of record for the Star Commuter Rail and also provides seven (7) Regional Express Bus Routes to several Middle Tennessee communities. Nashville MTA and the Regional Transportation Authority provide service to customers as the unified branding entity WeGo Public Transit. For additional history and information please visit: <https://www.wegotransit.com/>.

### 1.2 OVERVIEW

The Agency intends to award a Contract to the proposer capable of rebuilding a select number of buses to extend the operable lifespan for service. The Agency shall enter a Fixed-Price Contract, prices and rates to be determined in the required cost form. The contract term will not exceed a 48-month term beginning at the execution of contract. Proposers must submit all required forms in section 4.4 and should follow Section 4.3 submission format. You will find further information defining the scope located in Section 4.1.

### 1.3 SOLICITATION SCHEDULE

The following estimated timeline should be used as a working guide for planning purposes. The Agency reserves the right to adjust the schedule as required during the course of the solicitation process. The Agency will make good faith efforts to notify potential proposers of adjustments to the schedule; however, ultimate responsibility for obtaining notice of changes lies with the proposers. Any changes to the proposed schedule will be listed at: <https://www.wegotransit.com/doing-business/current-opportunities/> - RFP 2022094

	Month/Day/Year/Time
Pre-Proposal Meeting Via Webex	02/20/2023 at 10:00 AM CT
Addenda Request Submittal Deadline	02/20/2023 at 2:00 PM CT
Vehicle Inspection (Reservation Window)	02/22/2023 at 9:00 AM CT – 2:00 PM CT 02/23/2023 at 9:00 AM CT – 2:00 PM CT
Question/Clarification Submittal Deadline	03/03/2023 at 2:00 PM CT
Proposal Submittal Deadline	03/08/2023 at 2:00 PM CT
Presentation/Interviews (if applicable)	TBD

**All questions regarding this solicitation must be submitted in writing via email** to Matt Green, [Matt.Green@nashville.gov](mailto:Matt.Green@nashville.gov). The answers to the questions will be posted as an addendum on the Agency website: <https://www.wegotransit.com/doing-business/current-opportunities/> under RFP number 2022094.

Proposers are solely responsible for checking the website to ensure that they have the most current information regarding the proposal. 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 responses to eliminate those which are determined non-responsive to the stated requirements. The Evaluation Committee will then evaluate proposal responses and make recommendations of the top-ranked proposer 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, 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 invite some, all, or no proposers for interviews. At the conclusion of the interviews, if any, the Evaluation Committee will conduct final scoring of the proposals and will select one or more of the top-ranked proposers to submit best and final offers. The Evaluation Committee will recommend for contract award the proposer(s) whose proposal is deemed the best value, in terms of both technical merit and price, to the Agency

#### **1.6 EVALUATION SCORING MEASURES**

The Evaluation Committee will evaluate proposals received on the following factors:

- Cost | 25 Points
- Schedule | 25 Points
- Rebuilding Qualifications | 25 Points
- Warranty | 15 Points
- Recommendations | 10 Points

See Section IV, 4.2 – Evaluation Criteria – for detailed evaluation criteria.

Contract award will be based on what the Agency deems the most advantageous combination of cost, schedule, qualifications, warranty, and recommendations.

#### **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, in the manner offered in the submission, at the rates accepted, and in accordance with conditions and requirements of the Agency. A formal contract and/or purchase order will be signed between the Agency and the successful proposer for the on-call services being awarded to the proposer.

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

With the proposal submission, the proposer must indicate that it 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. Submissions shall be valid for a minimum period of one hundred twenty days (120) from the date of the opening of the submission.

### **1.8 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

**In connection with this project, the Agency has established a specific goal for Disadvantaged Business Enterprise (DBE) participation of 0%.** Proposers are required to make good faith efforts to cooperate with Nashville MTA in meeting its commitments and goal of 14% for the fiscal years 2020-2023. DBE participation is encouraged either in the capacity of the prime contractor or subcontractor. Proposers are required to document their activities in the submission 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 qualifications submission. Utilize the following website for a comprehensive list of the certified DBE's: <https://www.tdot.tn.gov/APPLICATIONS/DBEDIRECT/Search>. **See Section III — DISADVANTAGED BUSINESS ENTERPRISE PROGRAM – for more information.**

***END SECTION I***

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## II. INSTRUCTIONS TO PROPOSERS

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### 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 RFP documents, or finds discrepancies in or omissions from the specifications, they may submit to [Matt.Green@nashville.gov](mailto:Matt.Green@nashville.gov) a written request for an interpretation or correction, no later than, 2:00 PM CT, March 3rd, 2023. **Only written requests submitted via mail or email 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 RFP will be distributed to recipients who submitted the “Addenda Request” at the address provided. **Verbal questions will not be answered, thus preventing an unfair advantage to any Proposer.**

### 2.2 DELIVERY OF PROPOSALS

Proposers must submit one (1) original document of all REQUIRED FORMS in **Section 4.4** including their proposal utilizing **Section 4.3** SUBMISSION REQUIREMENTS via the mail. Additionally, proposers must submit one (1) digital copy utilizing either email or USB drive. Email submissions of the proposal response must not exceed 30 MB, responses exceeding 30 MB are non-receivable.

Mail delivery must be delivered to:

Matt Green  
Procurement Administrator  
Nashville MTA  
430 Myatt Drive  
Nashville, TN 37115

Delivery of proposals must be submitted by **March 8th, 2023, by 2:00 PM CT.**

The sealed envelope, box, or appropriate package must be clearly marked with, “**RFP 2022094 – Glaval Rebuilds**” *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 Department staff member, with the date and time of receipt.

Proposers are solely responsible for delivery of the 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**

Proposers will be given permission to withdraw the proposal after it has been delivered to the Agency provided the proposer makes the request by e-mail, on the organization's letterhead, twenty-four (24) hours prior to the proposal due date and time. Requests pertaining to withdrawal by telephone or e-mail must be confirmed in writing by the proposers and must reach the office of Matt Green, not later than one (1) hour prior to the time fixed for submission of proposals. Proposals which are timely withdrawn shall be returned to the proposer unopened, at 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 proposals. 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 acknowledges that the price written is the correct price.

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, to negotiate the requested services and contract terms with any proposers. The Agency reserves the right to award the proposal for the requested services in full, in part and/or a single item to one or more proposers. The Agency will determine the most responsive proposer(s) whose proposal is most advantageous to the Agency.

The submission of a proposal shall constitute an acknowledgement that the proposer has thoroughly examined and is familiar with the proposal, 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 entity is prepared to enter into a contract and/or purchase order with the Agency in accordance with the terms and conditions set forth in this proposal, 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**

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 proposal 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 as exempt from disclosure without justification may be found to be technically unacceptable.

## **2.7 FORMS PROVIDED**

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

***END SECTION II***

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### **III. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

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#### **3.1 INTRODUCTION**

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

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

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

#### **3.2 REQUIRED DOCUMENTS**

The following documents must be submitted with the proposal:

##### **1. Letter(s) of Intent**

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

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

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

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

## **2. DBE Participation Statement**

The Proposer must submit a signed DBE Participation Statement (Form 6B) with the proposal. Failure to submit and/or sign the form may render the submission non-responsive.

## **3. DBE Utilization Form**

The proposer must submit a fully completed DBE Utilization Form.

### **3.3 DEFINITION OF SOCIALLY AND ECONOMICALLY DISADVANTAGED**

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

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

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

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

### **3.4 DBE LIAISON OFFICER**

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

### **3.5 DBE CERTIFICATION**

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

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

### **3.6 IDENTIFICATION OF CONTRACT GOAL AND REQUIREMENTS**

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

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

Proposers shall not contract with, demand, require or coerce a DBE into any agreement or into the signing of any Letter of Intent or any other document which prohibits the DBE from providing subcontracting quotations or doing business with other proposers. The DBE shall be free to provide their services to any

number of proposers. To ensure that all obligations under subcontracts awarded to a DBE are met, the Agency will review the agreement between the proposer and DBE, and the proposer's DBE involvement efforts during the performance of the contract. The proposer shall bring to the attention of the Agency any situation in which regularly scheduled progress payments are not made to a DBE. If, in the opinion of the Agency, the proposer has made significant deviations from the DBE program commitments, it shall be considered a breach of contract.

### **3.7 GOOD FAITH EFFORTS STATEMENT AND REQUIREMENTS**

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

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

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

- (i) Making efforts to identify and assist eligible firms, which are not yet certified by the Nashville MTA or the TN UCP as a DBE, to obtain certification. These types of efforts will have special weight where it appears that the relevant firms will be certified in time for the execution of the contract.

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

### **3.8 COUNTING DBE PARTICIPATION**

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

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

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



involved. To determine whether a DBE is performing a commercially useful function, the proposer will evaluate industry practices, the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with work it is actually performing, and the DBE credit claimed for its performance of the work, and other relevant factors. The proposer will determine questions of commercially useful function with regard to trucking companies under 49 CFR Part 26.55 (d).

(d) The proposer will count expenditures with the DBE for materials or supplies toward DBE goal in the manner described in 49 CFR Part 26.55 (e). **Note:** Proposers should review Part 26.55(e) carefully. It is important to note that the rule counts expenditures differently based upon whether the DBE is a manufacturer as defined by the rule (normally counted at 100% percent of the cost), a regular dealer as defined by the rule (normally counted at 60% of the cost) or neither of the two (normally counted at the entire amount of fees or commissions, or fees or transportation charges, provided they are reasonable). It is important to note that materials and supplies provided by a DBE that is not a regular dealer in those materials and supplies do not count toward meeting the goal. For example, if the DBE is a regular dealer of piping, the DBE cannot purchase office equipment and then supply that office equipment to the prime and count any portion of the cost of the office equipment toward meeting the goal. Such conduct for DBE counting purposes is prohibited by the rules and is considered to be an impermissible and illegal pass-through.

(e) If a firm is not currently certified as a DBE, in accordance with the standards of subpart D of this part, at the time of the execution of the contract, the proposer will not count the firm's participation toward any DBE goals, except as provided for in 49 CFR Part 26.87(i).

(f) The proposer will not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward any goals except as provided in 49 CFR Part 26.87(j).

### **3.9 PROMPT PAYMENT AND RETAINAGE**

The Contractor agrees to pay each subcontractor under this prime contract for invoices submitted or normal progress payments for work completed satisfactorily or supplies provided satisfactorily pursuant to its contract and no later than fifteen (15) days from the receipt of each payment it receives from the Agency.

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

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

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

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

### **3.10 TERMINATION OF DBE SUBCONTRACTOR**

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

### **3.11 CONTINUED COMPLIANCE**

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

### **3.12 49 CFR PART 26**

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

***END SECTION III***

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**IV. SCOPE OF WORK, PROPOSAL EVALUATION CRITERIA, PROPOSAL SUBMISSION FORMAT, REQUIRED FORMS**

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**4.1 SCOPE OF WORK**

Please Refer to **Section 4.2** Evaluation Criteria and **Section 4.3** Proposal Submission Requirements for expectations and proposal format.

The Agency is requesting rebuilding services for an undetermined amount of 2013 Ford E450 Glaval Buses. The total number of buses to be rebuilt will range from a minimum of five (5) to a maximum of fifteen (15). The final number of buses to be rebuilt will be contingent on the proposer’s cost (per unit), schedule (per unit), and shop capability (number of units that can be rebuilt simultaneously). The Agency requests all rebuilds be completed within 12-months from the notice to proceed. All bus rebuilds are intended to sustain operational capability until the middle of year-2025 approximately, therefor the Agency requests that the proposer include a 2-year warranty for each rebuilt bus with a mileage cap not to exceed 100,000-miles within those 2-years. *The proposer should consider and anticipate all components that need to be replaced to ensure the buses are operational throughout the warranty period.* The 2-year warranty period begins on the day the completed unit is received by the Agency. The proposer warranty shall uphold the proposer responsibility for the cost of labor, the cost of part(s), the cost for towing, and the cost of procuring and providing and equivalent bus rental for any mechanical failure resulting from deficiencies in the proposer rebuild, including parts failure resulting from manufacturer defects. The proposer will also be solely responsible for transportation of buses to and from the proposer location, the bus pickup and drop off location is located at Nestor Station, 130 Nestor St., Nashville, TN 37210.

<b>Pool List of Buses Considered for Rebuilding</b>				
<b>Bus #</b>	<b>Make / Model / MFG</b>	<b>Year</b>	<b>VIN #</b>	<b>Approx. Miles</b>
362	FORD / E450 / Glaval	2013	1FDFE4FS2DDA41977	335,440
365	FORD / E450 / Glaval	2013	1FDFE4FS2DDA41980	332,420
366	FORD / E450 / Glaval	2013	1FDFE4FS4DDA41981	303,420
367	FORD / E450 / Glaval	2013	1FDFE4FS6DDA41982	321,810
368	FORD / E450 / Glaval	2013	1FDFE4FS8DDA41983	335,600
369	FORD / E450 / Glaval	2013	1FDFE4FSXDDA41984	349,800
370	FORD / E450 / Glaval	2013	1FDFE4FS1DDA41985	340,360
371	FORD / E450 / Glaval	2013	1FDFE4FS3DDA41986	302,900
372	FORD / E450 / Glaval	2013	1FDFE4FS5DDA41987	345,000
375	FORD / E450 / Glaval	2013	1FDFE4FS5DDA41990	341,450
376	FORD / E450 / Glaval	2013	1FDFE4FS7DDA41991	333,600
377	FORD / E450 / Glaval	2013	1FDFE4FS9DDA41992	324,360
378	FORD / E450 / Glaval	2013	1FDFE4FS0DDA41993	353,200
379	FORD / E450 / Glaval	2013	1FDFE4FS9DDA44665	351,431.2
380	FORD / E450 / Glaval	2013	1FDFE4FS0DDA44666	334,224.6
381	FORD / E450 / Glaval	2013	1FDFE4FS2DDA44667	354,624.7
382	FORD / E450 / Glaval	2013	1FDFE4FS4DDA44668	362,573.6
383	FORD / E450 / Glaval	2013	1FDFE4FS6DDA44669	372,637.1
384	FORD / E450 / Glaval	2013	1FDFE4FS2DDA44670	332,895.0
385	FORD / E450 / Glaval	2013	1FDFE4FS4DDA44671	373,943.7
387	FORD / E450 / Glaval	2013	1FDFE4FS2DDA28887	335,488.6

### **TASK 1: ENGINE REPLACEMENT**

Engine replacement must be OEM or equivalent, can be new or remanufactured. Replacement should include all required components for full replacement such as new fasteners, hoses, hose clamps, spark plugs, distributor and wires, fuel injectors, thermostat, belts, any/all gaskets and seals that connect directly to the engine. If the proposer disagrees with the above, please outline your reasoning in Section 4.3, Part 5 Recommendations; outline the modifications in Section 4.4 Form 1, Cost Proposal (use additional pages if needed).

### **TASK 2: TRANSMISSION/DIFFERENTIAL REPLACEMENT**

Transmission and Differential replacement must be OEM or equivalent, can be new or remanufactured. Replacement should include all required components for full replacement.

### **TASK 3: EXHAUST SYSTEM REPLACEMENT**

Exhaust System replacement must be OEM or equivalent, must be new only. Replacement should include all required components for full replacement such as pipes, clamps, flanges, mounts, emissions/O2 sensors, air/DEF injector, catalytic converter, resonator, and gaskets. If the proposer disagrees with the above, please outline your reasoning in Section 4.3, Part 5 Recommendations; outline the modifications in Section 4.4 Form 1, Cost Proposal (use additional pages if needed).

### **TASK 4: HVAC REPLACEMENT**

Condenser, Evaporator, Compressor replacement must be OEM or equivalent, can be new or remanufactured. Replacement should include all required components for full replacement.

### **TASK 5: BRAKE REPLACEMENT**

Front and Rear Pads/Shoes, Rotors/Drums, Calipers, Bearings and Hubs replacement must be OEM or equivalent, must be new only. Replacement should include all required components for full replacement. If the proposer disagrees with the above, please outline your reasoning in Section 4.3, Part 5 Recommendations; outline the modifications in Section 4.4 Form 1, Cost Proposal (use additional pages if needed).

### **TASK 6: SUSPENSION REPLACEMENT**

Front and Rear Bushings, Ball Joints, Shock Absorbers, Coil Springs, and Leaf Springs replacement must be OEM or equivalent, must be new only. Replacement should include all required components for full replacement. If the proposer disagrees with the above, please outline your reasoning in Section 4.3, Part 5 Recommendations; outline the modifications in Section 4.4 Form 1, Cost Proposal (use additional pages if needed).

### **TASK 7: STEERING COLUMN AND SHIFTER REPLACEMENT**

Steering Column and Shifter replacement must be OEM or Equivalent, must be new. Replacement should include all required components for full replacement. If the proposer disagrees with the above, please outline your reasoning in Section 4.3, Part 5 Recommendations; outline the modifications in Section 4.4 Form 1, Cost Proposal (use additional pages if needed).

**TASK 8: WHEELCHAIR LIFT REPLACEMENT**

Wheelchair Lift replacement must Braun with a minimum weight rated capacity of 1000lbs, must be new. Replacement should include all required components for full replacement such as new harnesses and fasteners. If the proposer disagrees with the above, please outline your reasoning in Section 4.3, Part 5 Recommendations; outline the modifications in Section 4.4 Form 1, Cost Proposal (use additional pages if needed).

#### 4.2 EVALUATION CRITERIA

Criterion	Analysis Questions	Points Value
Cost	<ul style="list-style-type: none"> <li>• Is the cost for full rebuild of one vehicle appear reasonable?</li> <li>• Does the cost include all necessary parts required/recommended to ensure vehicle operation up to the warranty period?</li> <li>• Are all parts to be replaced itemized, including any core value refunds, and the labor necessary to complete?</li> <li>• Does the cost specify the brand/quality of parts to be used? Are substitutes OEM equivalent?</li> </ul>	25
Schedule	<ul style="list-style-type: none"> <li>• Does the schedule estimate the time to complete one vehicle?</li> <li>• Does the schedule estimate the time to complete multiple vehicles concurrently?</li> </ul>	25
Rebuilding Qualifications	<ul style="list-style-type: none"> <li>• Does the proposer have experience in vehicle rebuilding?</li> <li>• Does the proposer have a minimum of 1-years of rebuilding experience?</li> <li>• Does the proposer provide references?</li> <li>• Does the proposer have experience rebuilding Fords?</li> <li>• How long has the business been in operation?</li> <li>• Does the proposer have the capability to rebuild multiple vehicles concurrently or does the proposer have limited space/capabilities?</li> </ul>	25
Warranty	<ul style="list-style-type: none"> <li>• Does the warranty duration cover parts?</li> <li>• Does the warranty duration cover labor/installation?</li> <li>• Does the warranty guarantee the rebuild for a set duration or mileage?</li> <li>• Does the warranty include labor, parts, towing and shuttle bus rental for any rebuild or mechanical failure?</li> </ul>	15
Recommendations	<ul style="list-style-type: none"> <li>• Does the proposer provide suggestions or recommendations for replacements the solicitation may have missed or does not need?</li> </ul>	10
Table Points		100

\* Contract award will be based on what the Agency deems the most advantageous combination of cost, schedule, qualifications, warranty, and recommendations.

### **4.3 PROPOSAL SUBMISSION REQUIREMENTS**

Proposers shall include all the items listed below in the order shown, in their proposals. Each section should be clearly labeled, with pages numbered and separated by tabs. This format is necessary for evaluation purposes. Proposers shall utilize the Cost Form, Form 1, located in this section 4.4, to provide compensation in response to the suggested requirements, to indicate the cost of services.

Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this Proposal. 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 requirement requested by the Agency.

Proposals shall include seven sections (Part 1, Part 2, Part 3, Part 4, Part 5, Part 6 and Part 7) shall be indexed in the order outlined below. Proposals shall list questions and responses and/or attachments as numbered and listed within each section. The contents of each section should be concise and should address the Evaluation Criteria, Project Goals and Objectives, and Scope of Work.

#### **Part 1: Summary of Rebuilding Qualifications (5-page Maximum)**

All Proposals shall submit a summary of the Qualifications (refer to evaluation criteria in section 4.2 for detailed analysis). At a minimum this will include the following:

- Introduce your project manager including contact information and describe your business.
- Describe your shop capabilities. For example, the maximum rebuild capacity or number of vehicles that can be rebuilt within the confines of your shop.
- Provide any relevant rebuilding qualifications regarding mid-size buses or Ford E450 chassis.
- List assigned technicians and their ASE certifications or equivalent experience/training.

#### **Part 2: Cost**

The Agency requires Proposers to submit complete Form I Cost Proposal Form(s), located in Section 4.4. Proposers must identify in their cost proposal all costs they anticipate they will incur. The Agency reserves the right to reject the request for payment of any cost item that was not submitted with the cost proposal or that was not expressly approved by the Agency in advance of the cost being incurred. Refer to evaluation criteria in section 4.2 for detailed analysis.

#### **Part 3: Schedule**

This section will define the schedule (refer to evaluation criteria in section 4.2 for detailed analysis). This section should include, at minimum:

- The time required to complete one unit.
- The maximum number of buses that can be rebuilt simultaneously.
- Plan to obtain required parts/components and mitigate potential supply chain complications to remain on schedule.

#### **Part 4: Warranty**

This section will define the warranty (refer to evaluation criteria in section 4.2 for detailed analysis). This section should include, at minimum:

- What the warranty covers parts, labor, towing, rental etc.
- The duration and/or mileage of the warranty.

#### **Part 5: Recommendations**

This section will include recommendations (refer to evaluation criteria in section 4.2 for detailed analysis). This section should include, at minimum:

- Recommended part replacements the Agency missed or overlooked, hidden or overt.
- Non-recommended or unnecessary part replacements the Agency listed.
- Explanation of recommendations and/or non-recommendations.
- If needed, elaboration of changes or modifications to the Required Cost Proposal Forms in Section 4.4.

#### **Part 6: Acceptance of the Proposed Contract Terms and Conditions**

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

- Overall compliance to requirements and acceptance.

Signature is not required on the Proposed Contract included in the RFP however, any exceptions or proposed changes to the terms and conditions **must be submitted with the proposal** in order to be considered. The Agency reserves the right to make changes to the Proposed Contract and to reject or accept any changes the proposer may propose.

In this section, the proposer must signify its acceptance of the terms and conditions of the RFP, general terms and conditions, and proposed contract and/or must list specific items of exceptions or proposed changes for the Agency's consideration.

#### **Part 7: All Required Forms in Section 4.4**



**4.4 REQUIRED FORMS**

**FORM 1: COST PROPOSAL FORMS RFP 2022094**

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**TOTAL COST PROPOSAL FORM**

<b>TOTAL COST FOR ONE COMPLETE UNIT</b>	<b>Total</b>
<sup>1</sup> Total Parts Cost	\$
<sup>2</sup> Total Labor Cost	\$
<sup>3</sup> Total Warranty Cost	\$
<sup>4</sup> Total Cost	\$

- Calculation: <sup>1</sup>Total Parts Cost + <sup>2</sup>Total Labor Cost + <sup>3</sup>Total Warranty Cost = <sup>4</sup>Total Cost

<b>TRANSPORT/TOWING FLAT-RATE (COST PER UNIT)</b>	<b>Total</b>
Towing Cost (Vehicle Inoperable)	\$
Transport Cost (Vehicle Operable)	\$

<b>SPECIALIZED LABOR RATES</b>	<b>Hourly Rate</b>
Troubleshooting/Diagnostics	\$
Electrical	\$
Bodywork Exterior	\$
Bodywork Interior	\$

The undersigned Proposer hereby declares and represents that she/he; a) has carefully examined and understands the Proposing Documents, b) has not received, relied on, or based his Proposal on any verbal instructions contrary to the Proposing Documents or any addenda, c) has personally inspected and is familiar with the Request for Proposal solicitation and requirements, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the completion of the referenced project, all in strict accordance with the Proposing Documents.

**NAME OF AUTHORIZED SIGNATORY OF PROPOSER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNATORY OF PROPOSER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DETAILED COST PROPOSAL FORM - TASK 1: ENGINE REPLACEMENT**

<b>Engine Replacement (one unit)</b>	<b>Value</b>	<b>Total</b>
<sup>1</sup> Engine Cost - OEM Equivalent, Remanufactured; cost to including all required components for full replacement, such as fluids, fasteners, hoses, hose clamps, spark plugs, ignition packs and harnesses, fuel injectors, thermostat, belts, any/all gaskets and seals that connect directly to the engine.	\$	
<sup>2</sup> Engine Core Reimbursement	-\$	
<sup>3</sup> Hourly Labor Rate	\$	
<sup>4</sup> Total Installation Hours	Hours	
<sup>5</sup> Total Cost	\$	
<sup>6</sup> Engine Replacement Warranty	Miles	

- Calculation: (<sup>1</sup>Engine Cost – <sup>2</sup>Core Reimbursement) + (<sup>3</sup>Hourly Rate \* <sup>4</sup>Total Hours) = <sup>5</sup> Total Cost
- Engine Warranty: <sup>6</sup>All costs including parts and labor are the sole responsibility of the proposer until warranty expiration, this also includes providing towing services and equivalent rental at the proposer expense. Proposer not responsible for engine or component failure resulting from operator abuse or lack of manufacturer required maintenance.

<b>Recommended Additional Component Replacements</b>	<b>Cost</b>	<b>Labor Hours</b>	<b>Total</b>
Water Pump	\$		\$
Pulley's	\$		\$
Intake/Exhaust Manifold	\$		\$
Alternator	\$		\$
Radiator, Hoses and Cap	\$		\$
Flywheel	\$		\$
Camshaft Position Sensor	\$		\$
Belt Tensioner	\$		\$
	\$		\$

Use provided blank spaces or additional pages for part replacement recommendations. **If any of the above parts do not require replacement, please mark NA in the total column.**

The undersigned Proposer hereby declares and represents that she/he; a) has carefully examined and understands the Proposing Documents, b) has not received, relied on, or based his Proposal on any verbal instructions contrary to the Proposing Documents or any addenda, c) has personally inspected and is familiar with the Request for Proposal solicitation and requirements, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the completion of the referenced project, all in strict accordance with the Proposing Documents.

**NAME OF AUTHORIZED SIGNATORY OF PROPOSER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNATORY OF PROPOSER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DETAILED COST PROPOSAL FORM - TASK 2: TRANSMISSION/DIFFERENTIAL REPLACEMENT**

<b>Transmission/Differential Replacement (one unit)</b>	<b>Value</b>	<b>Total</b>
<sup>1</sup> Transmission Cost - OEM or Equivalent, Remanufactured; cost to including all required components for full replacement, including fluids.	\$	
<sup>2</sup> Differential Cost - OEM or Equivalent, New or Remanufactured; cost to including all required components for full replacement.	\$	
<sup>3</sup> Core Reimbursements	-\$	
<sup>4</sup> Hourly Labor Rate	\$	
<sup>5</sup> Total Installation Hours	Hours	
<sup>6</sup> Total Cost	\$	
<sup>7</sup> Transmission/Differential Replacement Warranty	Miles	

- Calculation: (<sup>1</sup>Transmission Cost + <sup>2</sup>Differential Cost – <sup>3</sup>Core Reimbursements) + (<sup>4</sup>Hourly Rate \* <sup>5</sup>Total Hours) = <sup>6</sup>Total Cost
- Transmission/Differential Warranty: <sup>7</sup> All costs including parts and labor are the sole responsibility of the proposer until warranty expiration, this also includes providing towing services and equivalent rental at the proposer expense. Proposer not responsible for engine or component failure resulting from operator abuse or lack of manufacturer required maintenance.

<b>Recommended Additional Component Replacements</b>	<b>Cost</b>	<b>Labor Hours</b>	<b>Total</b>
Universal Joints	\$		\$
Torque Converter	\$		\$
Front and Rear Drive Shafts	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Use provided blank spaces or additional pages for part replacement recommendations. <b>If any of the above parts do not require replacement, please mark NA in the total column.</b>			

The undersigned Proposer hereby declares and represents that she/he; a) has carefully examined and understands the Proposing Documents, b) has not received, relied on, or based his Proposal on any verbal instructions contrary to the Proposing Documents or any addenda, c) has personally inspected and is familiar with the Request for Proposal solicitation and requirements, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the completion of the referenced project, all in strict accordance with the Proposing Documents.

**NAME OF AUTHORIZED SIGNATORY OF PROPOSER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNATORY OF PROPOSER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DETAILED COST PROPOSAL FORM - TASK 3: EXHAUST REPLACEMENT**

<b>Exhaust System Replacement (one complete unit)</b>	<b>Value</b>	<b>Total</b>
<sup>1</sup> Exhaust System Cost – OEM or Equivalent, New; cost to including all required components for full replacement such as pipes, clamps, flanges, mounts, emissions/O2 sensors, air/DEF injector, catalytic converter, resonator, and gaskets.	\$	
<sup>2</sup> Core Reimbursements	-\$	
<sup>3</sup> Hourly Labor Rate	\$	
<sup>4</sup> Total Installation Hours	Hours	
<sup>5</sup> Total Cost	\$	
<sup>6</sup> Exhaust Replacement Warranty	Miles	

- Calculation: (<sup>1</sup>Exhaust System Cost - <sup>2</sup>Core Reimbursement) + (<sup>3</sup>Hourly Labor Rate \* <sup>4</sup>Total Hours) = <sup>5</sup>Total Cost
- Transmission/Differential Warranty: <sup>6</sup> All costs including parts and labor are the sole responsibility of the proposer until warranty expiration, this also includes providing towing services and equivalent rental at the proposer expense. Proposer not responsible for engine or component failure resulting from operator abuse or lack of manufacturer required maintenance.

<b>Recommended Additional Component Replacements</b>	<b>Cost</b>	<b>Labor Hours</b>	<b>Total</b>
Sensors (Air Mass, EGR Pressure, EGR Temperature)	\$		\$
Valves (Purge, Vacuum)	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Use provided blank spaces or additional pages for part replacement recommendations. <b>If any of the above parts do not require replacement, please mark NA in the total column.</b>			

The undersigned Proposer hereby declares and represents that she/he; a) has carefully examined and understands the Proposing Documents, b) has not received, relied on, or based his Proposal on any verbal instructions contrary to the Proposing Documents or any addenda, c) has personally inspected and is familiar with the Request for Proposal solicitation and requirements, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the completion of the referenced project, all in strict accordance with the Proposing Documents.

**NAME OF AUTHORIZED SIGNATORY OF PROPOSER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNATORY OF PROPOSER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DETAILED COST PROPOSAL FORM - TASK 4: HVAC REPLACEMENT**

<b>HVAC Replacement (one unit)</b>	<b>Value</b>	<b>Total</b>
<sup>1</sup> Condenser Cost - OEM or Equivalent, New; cost to including all required components for full replacement, including fluids.	\$	
<sup>2</sup> Evaporator Cost - OEM or Equivalent, New; cost to including all required components for full replacement.	\$	
<sup>3</sup> Compressor Cost - OEM or Equivalent, New or Remanufactured; cost to including all required components for full replacement.	\$	
<sup>4</sup> Core Reimbursements	-\$	
<sup>5</sup> Hourly Labor Rate	\$	
<sup>6</sup> Total Installation Hours	Hours	
<sup>7</sup> Total Cost	\$	
<sup>8</sup> HVAC Replacement Warranty	Miles	

- Calculation: (<sup>1</sup>Condenser Cost + <sup>2</sup>Evaporator Cost + <sup>3</sup>Compressor Cost – <sup>4</sup>Core Reimbursements) + (<sup>5</sup>Hourly Rate \* <sup>6</sup>Total Hours) = <sup>7</sup>Total Cost
- HVAC Warranty: <sup>8</sup> All costs including parts and labor are the sole responsibility of the proposer until warranty expiration, this also includes providing towing services and equivalent rental at the proposer expense. Proposer not responsible for engine or component failure resulting from operator abuse or lack of manufacturer required maintenance.

<b>Recommended Additional Component Replacements</b>	<b>Cost</b>	<b>Labor Hours</b>	<b>Total</b>
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$

Use provided blank spaces or additional pages for part replacement recommendations. **If any of the above parts do not require replacement, please mark NA in the total column.**

The undersigned Proposer hereby declares and represents that she/he; a) has carefully examined and understands the Proposing Documents, b) has not received, relied on, or based his Proposal on any verbal instructions contrary to the Proposing Documents or any addenda, c) has personally inspected and is familiar with the Request for Proposal solicitation and requirements, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the completion of the referenced project, all in strict accordance with the Proposing Documents.

**NAME OF AUTHORIZED SIGNATORY OF PROPOSER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNATORY OF PROPOSER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DETAILED COST PROPOSAL FORM - TASK 5: BRAKE REPLACEMENT**

<b>Brake Replacement (complete front and rear, one unit)</b>	<b>Value</b>	<b>Total</b>
<sup>1</sup> Front and Rear Pads/Shoes and Rotors/Drums - OEM or Equivalent, New; cost to including all required components for full replacement, including fluids.	\$	
<sup>2</sup> Front and Rear Calipers - OEM or Equivalent, New; cost to including all required components for full replacement.	\$	
<sup>3</sup> Front and Rear Bearings and Hubs - OEM or Equivalent, New; cost to including all required components for full replacement.	\$	
<sup>4</sup> Core Reimbursement	-\$	
<sup>5</sup> Hourly Labor Rate	\$	
<sup>6</sup> Total Installation Hours	Hours	
<sup>7</sup> Total Cost	\$	
<sup>8</sup> Brakes, Calipers, Bearings/Hubs Replacement Warranty	Miles	

- Calculation: (<sup>1</sup>Brakes+ <sup>2</sup>Calipers + <sup>3</sup>Bearings/Hubs – <sup>4</sup>Core Reimbursement) + (<sup>5</sup>Hourly Rate \* <sup>6</sup>Total Hours) = <sup>7</sup>Total Cost
- Brakes, Calipers, Bearings/Hubs Replacement Warranty: <sup>8</sup> All costs including parts and labor are the sole responsibility of the proposer until warranty expiration, this also includes providing towing services and equivalent rental at the proposer expense. Proposer not responsible for engine or component failure resulting from operator abuse or lack of manufacturer required maintenance.

<b>Recommended Additional Component Replacements</b>	<b>Cost</b>	<b>Labor Hours</b>	<b>Total</b>
Booster	\$		\$
Vacuum Pump	\$		\$
Master Cylinder	\$		\$
ABS Sensor	\$		\$
	\$		\$
	\$		\$
	\$		\$

Use provided blank spaces or additional pages for part replacement recommendations. **If any of the above parts do not require replacement, please mark NA in the total column.**

The undersigned Proposer hereby declares and represents that she/he; a) has carefully examined and understands the Proposing Documents, b) has not received, relied on, or based his Proposal on any verbal instructions contrary to the Proposing Documents or any addenda, c) has personally inspected and is familiar with the Request for Proposal solicitation and requirements, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the completion of the referenced project, all in strict accordance with the Proposing Documents.

**NAME OF AUTHORIZED SIGNATORY OF PROPOSER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNATORY OF PROPOSER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DETAILED COST PROPOSAL FORM - TASK 6: SUSPENSION REPLACEMENT**

<b>Suspension Replacement (complete front and rear, one unit)</b>	<b>Value</b>	<b>Total</b>
<sup>1</sup> Front and Rear Bushings and Ball Joints - OEM or Equivalent, New; cost to including all required components for full replacement.	\$	
<sup>2</sup> Font and Rear Shock Absorbers, Coil Springs, and Leaf Springs - OEM or Equivalent, New; cost to including all required components for full replacement.	\$	
<sup>3</sup> Core Reimbursement	-\$	
<sup>4</sup> Hourly Labor Rate	\$	
<sup>5</sup> Total Installation Hours	Hours	
<sup>6</sup> Total Cost	\$	
<sup>7</sup> Suspension Replacement Warranty	Miles	

- Calculation: (<sup>1</sup>Bushings/Ball Joints+ <sup>2</sup>Shocks, Coils, Springs - <sup>3</sup>Core Reimbursement) + (<sup>4</sup>Hourly Rate \* <sup>5</sup>Total Hours) = <sup>6</sup>Total Cost
- Suspension Replacement Warranty: <sup>7</sup> All costs including parts and labor are the sole responsibility of the proposer until warranty expiration, this also includes providing towing services and equivalent rental at the proposer expense. Proposer not responsible for engine or component failure resulting from operator abuse or lack of manufacturer required maintenance.

<b>Recommended Additional Component Replacements</b>	<b>Cost</b>	<b>Labor Hours</b>	<b>Total</b>
Spindles	\$		\$
Struts	\$		\$
Sway Bars	\$		\$
Control Arms	\$		\$
Tie Rods	\$		\$
	\$		\$
	\$		\$
	\$		\$

Use provided blank spaces or additional pages for part replacement recommendations. **If any of the above parts do not require replacement, please mark NA in the total column.**

The undersigned Proposer hereby declares and represents that she/he; a) has carefully examined and understands the Proposing Documents, b) has not received, relied on, or based his Proposal on any verbal instructions contrary to the Proposing Documents or any addenda, c) has personally inspected and is familiar with the Request for Proposal solicitation and requirements, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the completion of the referenced project, all in strict accordance with the Proposing Documents.

**NAME OF AUTHORIZED SIGNATORY OF PROPOSER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNATORY OF PROPOSER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**DETAILED COST PROPOSAL FORM - TASK 7: STEERING COLUMN AND SHIFTER REPLACEMENT**

<b>Steering Column and Shifter Replacement (one unit)</b>	<b>Value</b>	<b>Total</b>
<sup>1</sup> Full Steering Column and Shifter - OEM or Equivalent, New; cost to including all required components for full replacement.	\$	
<sup>2</sup> Core Reimbursement	-\$	
<sup>3</sup> Hourly Labor Rate	\$	
<sup>4</sup> Total Installation Hours	Hours	
<sup>5</sup> Total Cost	\$	
<sup>6</sup> Steering Column and Shifter Replacement Warranty	Miles	

- Calculation: (<sup>1</sup>Steering Column and Shifter - <sup>2</sup>Core Reimbursement) + (<sup>3</sup>Hourly Rate \* <sup>4</sup>Total Hours) = <sup>5</sup>Total Cost
- Steering and Shifter Replacement Warranty: <sup>6</sup> All costs including parts and labor are the sole responsibility of the proposer until warranty expiration, this also includes providing towing services and equivalent rental at the proposer expense. Proposer not responsible for engine or component failure resulting from operator abuse or lack of manufacturer required maintenance.

<b>Recommended Additional Component Replacements</b>	<b>Cost</b>	<b>Labor Hours</b>	<b>Total</b>
Shift Solenoid and Actuator	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$

Use provided blank spaces or additional pages for part replacement recommendations. **If any of the above parts do not require replacement, please mark NA in the total column.**

The undersigned Proposer hereby declares and represents that she/he; a) has carefully examined and understands the Proposing Documents, b) has not received, relied on, or based his Proposal on any verbal instructions contrary to the Proposing Documents or any addenda, c) has personally inspected and is familiar with the Request for Proposal solicitation and requirements, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the completion of the referenced project, all in strict accordance with the Proposing Documents.

**NAME OF AUTHORIZED SIGNATORY OF PROPOSER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNATORY OF PROPOSER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**DETAILED COST PROPOSAL FORM – ADDITIONAL ESTIMATES AND RECOMMENDATIONS**

Miscellaneous Replacement Recommendations	Cost	Labor Hours	Total
Fuel Tank (Including Fuel Filter)	\$		\$
Fuel Lines	\$		\$
Driver Seat	\$		\$
Interior Seat (New)	\$		\$
Interior Seat (Recovered)	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Use provided blank spaces or additional pages for part replacement recommendations.			

**FORM 2: ACKNOWLEDGMENT OF ADDENDA**

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Company

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

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

\_\_\_\_\_  
Title

**FORM 3: AFFIDAVIT OF NON-COLLUSION**

Affidavit and information required for Contractor:

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

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

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

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 \_\_\_\_\_





**FORM 6 – B**

**BIDDER DBE GOALS – COMMITMENT TO DBE (PARTICIPATION FORM)**

**Acknowledgement:** Solicitation Number: \_\_\_\_\_ has a minimum DBE participation goal of \_\_\_\_%.

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

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

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

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

**Firm/Company Name:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**CONTRACT NAME:** \_\_\_\_\_

**NAME OF PROPOSER:** \_\_\_\_\_

\*If Contractor is unable to meet the required DBE goal, the Contractor should include all necessary information to provide a full and complete narrative with proposal detailing reasons for Contractor’s inability to meet DBE goal. Contractor’s must provide the requested information below:

Please use as many sheets necessary to document your efforts.

DBE Firm Name & Address	Contact Person & Phone Number	NAICS Code: Services or Materials	Reason Rejected

\_\_\_\_\_  
Proposer’s Authorized Signatory

\_\_\_\_\_  
Date

**NASHVILLE METROPOLITAN TRANSIT AUTHORITY  
DBE UTILIZATION PLAN**

**CONTRACT NAME:** \_\_\_\_\_

**NAME OF PROPOSER:** \_\_\_\_\_

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

Please use as many sheets necessary to document your efforts.

(A) DBE Firm Name & Address	(B) Contact Person & Phone Number	(C) Bid Items Provide by DBE: Supplies, Services or Materials	(D) DBE Contract Value (Required)
<b>Total DBE Contract Value (E)</b>			
<b>Prime Base Bid/Proposal Cost (F)</b>			
<b>Total DBE Contract Value (E) divided by Total Proposed Contract Value (F) = DBE %</b>			

\_\_\_\_\_  
Contractor's Authorized Signatory

\_\_\_\_\_  
Date

**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**

All references are to be within the last 5-years. Proposer is required to provide at least three customer references that required rebuilding of a bus, or Ford E450 (or similar chassis equivalent). Proposer is also encouraged to provide at least one reference from a government agency that involved rebuilding more than five vehicles of any type within a 2-year period, work on a comparable commercial fleet is also acceptable. Proposers must provide the name of the project, the work the proposer performed, the business or agency name, contact name, telephone number, and email address. Proposers should verify the reference’s contact information before including the reference in the submission. Providing any additional references for rebuilding are encouraged. Please use additional pages, if needed.

Proposers submitting subcontractors that will be performing key elements of the scope should submit separate references for the subcontractor(s) that reflect the work the subcontractor will be performing on this project. Please use additional pages if needed.

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

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Company

---

Authorized Signature /Date

---

Name Printed

---

Title

**FORM 14: BUY AMERICA CERTIFICATION - INTENTIONALLY OMITTED**

**FORM 15: BUY AMERICA CERTIFICATION - INTENTIONALLY OMITTED**

**FORM 16: SUBCONTRACTOR INFORMATION**

**Nashville Metropolitan Transit Authority  
Subcontractor Information - RFP 2022094**

<b>Proposer Name</b>		<b>Address</b>	
<b>Contact</b>		<b>Email</b>	

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

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

\_\_\_\_\_

**Prime Contractor Signature**

\_\_\_\_\_

**Date**

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

***END SECTION IV***

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

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**5.1 CONTRACT DOCUMENTS**

Any contract resulting from this RFP shall include the following;

- Request for Proposals No. 2022094 and all addenda
- Required Forms
- Proposal Award/Contract and all related Exhibits

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

Proposers are bound to all terms and conditions of the solicitation, solicitation addenda, contract, and contract exhibits including State of Tennessee clauses. See **Exhibit B** for State contract clauses.

## **5.2 GENERAL TERMS AND CONDITIONS**

### **1. GENERAL REQUIREMENTS**

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

### **2. PROPOSER AFFIDAVITS NON-COLLUSION**

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

### **3. INSURANCE REQUIREMENTS**

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

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

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

### **4. INTEREST OF MEMBERS OF THE AGENCY**

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

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

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

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

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



## **7. INTEREST OF THE PROPOSERS**

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

## **8. WORKERS COMPENSATION ACT**

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

## **9. SOCIAL SECURITIES ACT**

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

## **10. EQUAL EMPLOYMENT OPPORTUNITY**

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

## **11. AUTHORITY TO ENTER CONTRACT**

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

## **12. AUTHORIZATION OF PROPOSAL**

If the proposal is made by an individual doing business under an assumed name, the proposal shall so state. If the proposal is made by a partnership, the full name and addresses of each member and the address of the partnership shall be given and the proposal shall be signed by one member thereof. If the proposal is made by a corporation, it shall be signed in the corporate name by an authorized officer. If

the proposal is made by a joint venture, the full name and address of each member of the joint venture shall be given and the proposal shall be signed by each venture. Form(s) is included to be filled out and submitted with the proposal.

### **13. SUBCONTRACT APPROVAL**

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

### **14. COST/PRICE ANALYSIS**

The Agency reserves the right to conduct a cost or price analysis for any purchase or service. The Agency may be required to perform a cost/price analysis when competition is lacking for any purchase. Sole source procurements or procurements which result in a single 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 reserves 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 reserves 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 Authority.

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 – The Federal Transit Administration (FTA) will be notified by the Authority of all formal, written protests, when FTA funds are involved.

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

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

C. Submission of Protest

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

The proposal and proposed contract number of the proposal.

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

Procurement Manager

430 Myatt Drive

Nashville, TN 37115

[Kim.Hereford@nashville.gov](mailto:Kim.Hereford@nashville.gov)

D. Types of Protests and Timing

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

1. Protest regarding Proposal

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

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

## 2. Protests regarding Requirements and Responsiveness

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

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

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

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

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

## E. Authority Response

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

### 1. Types of Protests

#### a. Protest regarding the proposal

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

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

designed to exclude a particular competitor, then the Authority will have grounds to deny the protest.

b. Protest regarding requirement and responsiveness

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

c. Protests after non-award notification

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

2. Decisions by Authority

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

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

After reviewing the protest submitted under this section, the Authority will issue a written decision of the basis of the information provided by the protestor, the results of any meetings with protestor, and the Authority's own investigation. If the protest is upheld, the Authority will take appropriate action to correct the procurement process and protect the rights of the protestor, revised evaluation of Proposal or Authority determinations, or termination of the contract. If the protest is denied, the Authority will lift any suspension imposed and proceed with the procurement process.

F. FTA Protest Procedure

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

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

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

#### **18. ADDITIONAL SERVICES REQUEST**

The Agency reserves 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 has released or approved the release of that data to the public.

#### **22. GRATUITIES AND KICKBACKS**

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

as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the Agency contracts.

### **5.3 STANDARD CLAUSES**

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

The following requirements are not federal clauses.

#### **1. FULL AND OPEN COMPETITION**

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

#### **2. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS**

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

#### **3. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS**

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

#### **4. COMPLIANCE WITH FEDERAL REGULATIONS**

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

#### **5. REAL PROPERTY**

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

during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## **6. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY**

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

## **7. ENVIRONMENTAL JUSTICE**

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

## **8. ENVIRONMENTAL PROTECTIONS**

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

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

## **9. GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA**

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

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

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

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



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

## **12. CFDA NUMBER FOR THE FEDERAL TRANSPORTATION ADMINISTRATION**

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

## **13. NOTIFICATION OF FEDERAL PARTICIPATION**

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

***END SECTION V***

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

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**NOTE: This is a Proposed Contract. Proposers are to submit any requests for contract changes with the proposal submission.**

**CONTRACT NO 2022094**  
**BETWEEN**  
**NASHVILLE METROPOLITAN TRANSIT AUTHORITY**  
**AND [CONTRACTOR NAME]**  
**FOR**  
**2013 FORD E450 GLAVAL REBUILD**

This Contract No. 2022094 (hereinafter referred to as “**Contract**”) is entered into as of the \_\_\_\_\_ day of 2023, by and between Nashville Metropolitan Transit Authority (hereinafter referred to as “**Nashville MTA**” or “**the Agency**”), having its principal office located at 430 Myatt Drive, Nashville, TN 37115, and \_\_\_\_\_ (hereinafter referred to as “**Contractor**”), having its principal office located at \_\_\_\_\_.

**CONTRACT**

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

1. Any properly executed amendment to this Contract (most recent with first priority),
2. Contract No. 2022094
3. Response to Request for Additional Information Issued \_\_\_\_\_
4. Request for Proposals No. 2022094 (the “**RFP**”), including all addenda
5. Contractor’s Proposal dated \_\_\_\_\_ (collectively, the “**Contract**”)

**1. Duties and Responsibilities of Contractor**

1.1. Contractor shall provide on the 2013 Ford E450 Glaval Rebuild Services as detailed in the Contract, including but not limited to the RFP and Scope of Services attached as **Exhibit C** hereto (collectively all such services referred to as the “**Services**”) at Nashville MTA’s multi-facility locations (collectively “**Facilities**”).

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 \_\_\_\_\_, 2023. The initial term of this Contract shall continue for a three-year period with one (1) one-year Agency discretionary option, unless otherwise terminated as provided herein (the “**Term**”).

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

### **3. Compensation/Invoices**

3.1. For its Services, Contractor is entitled to receive a not to exceed amount of \$ \_\_\_\_\_ as reflected in the accepted cost proposal shown in **Exhibit D**.

3.2. Contractor shall submit travel costs based on the Tennessee State Travel Policy — [https://www.tn.gov/content/dam/tn/finance/documents/fa\\_policies/policy8.pdf](https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy8.pdf). In order to be compensated for travel costs, Contractor MUST submit all receipts with the invoice on which the travel is billed. If supporting receipts are not submitted with the invoice, Contractor will not be paid for the travel expense.

3.3. There shall be no other charges or fees for the performance of this Contract unless otherwise agreed to by both parties in writing. Nashville MTA reserves the right to reject the request for payment of any cost item that was not submitted with the cost proposal or that was not expressly approved by Nashville MTA in advance of the cost being incurred. Nashville MTA shall make reasonable efforts to make payments within thirty (30) days of receipt of approved invoice.

3.4 Contractor shall make payment to subcontractors within fifteen (15) days of receipt of payment from Nashville MTA.

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

3.5. Nashville MTA uses an online reporting system: <https://wegotransit.dbesystem.com/to> report contract payments to prime and subcontractors. Each month, Contractor shall report payments received from Nashville MTA as well as payments made to all subcontractors.

### **4. Acceptance**

4.1. If the Services are not acceptable to Nashville MTA according to the Contract, then Nashville MTA shall submit a letter of non-acceptance to Contractor detailing the deficiencies within sixty (60) of delivery to Nashville MTA 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 Nashville MTA 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 Nashville MTA's approval or acceptance be deemed to be the assumption of responsibility by Nashville MTA for any defect or error in the Services of Contractor, its employees, associates, agents, or subcontractors.

### **5. Taxes**

5.1. Nashville MTA 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 Nashville MTA.

## 6. Disadvantaged Business Enterprise Program Compliance

6.1. Contractor has submitted, and Nashville MTA has approved, a \_\_\_% Disadvantaged Business Enterprise (“**DBE**”) Utilization Plan which is attached as **Exhibit E**. The goal is a percent of the original contract amount for the utilization of firms owned and controlled by socially and economically disadvantaged individuals. This goal remains in effect throughout the Term of the Contract and shall be included in each Task Order assignment unless otherwise determined by Nashville MTA. Whenever Additional Services or change orders are made that individually, or in the aggregate, increase the total dollar value of the Contract, Contractor shall be required to make a good faith effort to maintain the level of \_\_\_% DBE participation.

6.2. Contractor shall comply with all terms of DBE program. If Contractor is notified that a DBE firm named on its accepted Utilization Plan is unable or unwilling to perform the work, Contractor shall immediately notify the Nashville MTA project management and Director of Procurement and Business Diversity (“the **Director**”) before replacing the firm. Contractor is expected to make a good faith effort to replace the DBE with another DBE firm and is required to submit an updated DBE Utilization Plan to the Director for approval. Examples of good faith efforts can be found in Appendix A to 49 CFR Part 26 – Guidance Concerning Good Faith Efforts.

6.3. Substitutions or replacements of DBE firms require the prior written approval of the Director. Substitutions or replacements are permitted only when the DBE firm has failed to perform due to a default (material breach) of its agreement. Contractor will not cancel or terminate its agreement with a DBE firm without cause. The Contractor will forward supporting documentation substantiating such cause or termination to the Director for review and approval.

6.4. Contractor shall keep such records (copies of subcontracts, paid invoices, documentation of correspondence) as are necessary for Nashville MTA to determine compliance with the DBE program contract obligations. Nashville MTA reserves the right to investigate, monitor and review actions, statements, and documents submitted by the contractor, subcontractor, or DBE.

## 7. Standard of Care and Correction Period

7.1. 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.

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

7.3. Correction Period is defined as a period of One (1) year beginning on the date Nashville MTA accepts the Services, until Contractor has remedied all problems of which Contractor was notified prior to expiration of the correction period (“**Correction Period**”).

## **8. Unencumbered Services**

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

8.2. 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 (each an “**Encumbrance Claim**”). 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 any and all Encumbrance Claims authorized in writing by Nashville MTA.

8.3. 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 Nashville MTA which are equal substitutes, in Nashville MTA’s discretion, for the Services in all material respects, or obtain for Nashville MTA the right to use the Services without encumbrances, or refund to Nashville MTA all monies paid by Nashville MTA for such Services. Nothing in this **Section 8** shall preclude Nashville MTA from exercising any rights or remedies as provided elsewhere in this Contract.

## **9. Copyright, Trademark, Service Mark, or Patent Infringement**

9.1. 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 Nashville MTA.

9.2. 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:

9.2.1. Procure for Nashville MTA the right to continue using the products or Services.

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

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

9.2.4. Provided, however, that Contractor will not exercise option 9.2.3 until Contractor and Nashville MTA have agreed and determined that options 9.2.1 and 9.2.2 are impractical.

9.3. Contractor shall have no liability to Nashville MTA, however, if any such infringement or claim thereof is based upon or arises out of:

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

9.3.2. 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.

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

Nothing in this **Section 9** shall preclude Nashville MTA from exercising any rights or remedies as provided elsewhere in this Contract.

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

10.1. 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 Nashville MTA all rights and interests Contractor may have in the Services it prepares under this Contract, including any right to derivative use of the Services.

10.2. 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.

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

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

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

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

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

10.8. Contractor, if requested by Nashville MTA, shall execute all necessary documents to enable Nashville MTA to protect Nashville MTA's rights under this **Section 10**.

## **11. Termination**

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

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

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

11.4. In the event of a termination under **Section 11.2. or 11.3.**, Contractor shall be entitled to compensation for satisfactory, authorized service completed and accepted as of the termination date, but in no event shall MTA be liable to Contractor for compensation for any Service which has not been rendered.

## **12. Maintenance of Records and Nashville MTA Property**

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

12.2. Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by Nashville MTA or their duly appointed representatives. Accordingly, notwithstanding anything in **Section 12.2** to the contrary, Nashville MTA maintains the right at any time to request copies of records as may be required by law, regulation or MTA's reasonable business needs.

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

12.4. Nashville MTA 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.

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

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

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

### **13. Independent Contractor/Subcontractors**

13.1. 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 Nashville MTA 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 Nashville MTA nor Contractor shall hold itself out in a manner contrary to the terms of this **Section 13** nor shall Nashville MTA or Contractor become liable for any representation, act, or omission of the other party contrary to the terms of this **Section 13**.

13.2. Neither Contractor nor Contractor’s employees, subcontractors or agents are Nashville MTA 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**.

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

13.4. 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 Nashville MTA all Tennessee 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 Nashville MTA.

13.5. 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.

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

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

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

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

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

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

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

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

## 15. Nashville MTA Owned Data

15.1. Nashville MTA 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 Nashville MTA 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)  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.

b)  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 Nashville MTA of the Services, whichever is later. This provision shall expressly survive the termination of the Services or the Contract.

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

d)  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).

e)  Umbrella/Excess Liability shall be provided by Contractor based on contract value amount. The Umbrella/Excess Liability insurance limits are as follows:

- ▶ For contract amount under \$5,000,000: At least \$1,000,000 limit
- ▶ For contract amount from \$5,000,000 to \$25,000,000: At least \$5,000,000 limit
- ▶ For contract amount from over \$25,000,000 to \$50,000,000: At least \$10,000,000 limit
- ▶ For contract amount over \$50,000,000: At least \$10,000,000 limit

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

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

16.4. Prior to commencement of the Services, Contractor shall furnish Nashville MTA with original certificates and amendatory endorsements effecting coverage required by this **Section 16** and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on

thirty (30) days' prior written notice to Nashville MTA. Contractor may provide certified copies of endorsements and policies if requested by Nashville MTA in lieu of or in addition to certificates of insurance.

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

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

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

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

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

## **17. Waiver**

17.1. 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.

## **18. Employment and Nondiscrimination**

18.1. 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.

18.2. 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.

18.3. 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 Nashville MTA.

## **19. Ethical Standards**

19.1. 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.

19.2. 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.

19.3. Breach of the provisions of this **Section 19** 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 Nashville MTA contracts.

## **20. Assignment-Consent Required**

20.1. 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 Nashville MTA. Any such assignment of transfer shall not release Contractor from its obligations hereunder.

20.2. 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. Nashville MTA 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 Nashville MTA and Contractor. Once assigned, each agency will enter into its own agreement and be solely responsible to Contractor for obligations for the Services assigned. Nashville MTA's right of assignment will remain in force over the Term. Nashville MTA 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.

## **21. Remedies**

21.1. In no event shall Nashville MTA 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.

21.2. 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 Nashville MTA 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 Nashville MTA 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.

## **22. Governing Law and Venue**

22.1. 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.

22.2. 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.

## **23. Entire Agreement**

23.1. 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.

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

## **24. Compliance with Federal Regulations**

24.1. 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 Nashville MTA 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 Nashville MTA 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.

## **25. Export**

25.1. 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 Nashville MTA for any breach of this representation.

## **26. Force Majeure**

26.1. No party shall have any liability to the other hereunder by reason of any delay of failure to perform any obligation of this Contract if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute,

civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

**27. Severability**

27.1. 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.

**28. Notices**

28.1. 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.

Nashville MTA: Nashville Metropolitan Transit Authority  
430 Myatt Drive  
Nashville, TN 37115  
Attn: Procurement Department  
[Kim.Hereford@nashville.gov](mailto:Kim.Hereford@nashville.gov)

Contractor: [Contractor’s address here]  
Attn: \_\_\_\_\_

**29. Counterparts**

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

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

Nashville MTA

[CONTRACTOR’S NAME]

\_\_\_\_\_  
Stephan G. Bland

\_\_\_\_\_  
[NAME OF AUTHORIZED SIGNATORY]

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

### **1. 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

### **2. 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

### **3. 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.

### **4. 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.

## **5. 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.

## **6. 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.

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

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

**Exhibits To Be Added to Final Contract**

**Exhibit C – Scope of Services**

**Exhibit D – Contractor’s Accepted Cost Proposal**

**Exhibit E – DBE Utilization Plan (if applicable)**