

QUOTE FORM

PROJECT TITLE & NUMBER: Schedule Design, 2024148

PPA CONTACT INFORMATION

Name: Brad Luallen
Phone Number: 615-880-3984 **Email:** bradley.luallen@nashville.gov

SCHEDULE

Request for Quote Release Date:	Monday June 17, 2024
Due Date for Questions/Clarification:	Monday June 24, 2024, at 1:00 PM CT
Quote Due Date:	Wednesday, July 3, 2024, at 1:00 PM CT
Service Start Date:	September 1, 2024
Service End Date:	August 31, 2029

SCOPE OF WORK:

The purpose is to obtain assistance with the design of passenger information materials (pocket schedules, maps, signs, and/or new products) that will enhance the transit passengers' experience.

GRAPHIC SERVICES:

This contract is for the creation and/or updates of passenger information products (system map, pocket schedules, signage). **The firm or contractor selected will be responsible for the following tasks:**

- Obtaining all planning documents, shape files, arc view files, etc. to ensure that the system map, pocket schedules, and signs are accurate
- Creating or updating the system map, pocket schedules, and sign files so that they will be press-ready for printing
- Providing all press-ready files in the necessary format
- Providing all appropriate electronic files for placement on the web
- Providing additional assistance on other related projects as needed
- Having the ability to meet short-term deadlines

WeGo Public Transit will require up to three PDF proofs during the design and editing phase. Once final approval of the system map and schedules are completed, PDFs without the crop marks are sent to WeGo Public Transit for its website.

ROUTE-SPECIFIC POCKET SCHEDULE/TIMETABLES

The pocket schedules/timetables are color-coded to match service types. The colors for the service types are listed below:

- Red – Service operates every 15 minutes or less on major corridors throughout Davidson County
- Purple – Service operates every 20-60 minutes and offers convenient, regular stops throughout Davidson County
- Grey – Service that bypasses Downtown, crossing neighborhoods throughout Davidson County
- Light blue – Commuter bus service from outlying counties where customers can leave their cars at park & rides and travel to downtown Nashville
- Navy blue – Train shuttles which serve commuter train riders in the a.m. and p.m.

The cover background color of each pocket schedule identifies the service type. WeGo Public Transit has four sizes of pocket schedules – extra small, small, large, XL, and XXL. All sizes fold down to the same size. The current dimensions for our schedules are:

Extra Small Version full: 8.5" x 9.1875" (currently have 13 extra small versions)

Folded: 4.25" by 3.125"

Colors: 4/4 process

Delivery: FOB WeGo Public Transit Nashville, TN

Small Version full: 8.5" x 12.25" (currently have 14 small versions)

Folded: 4.25" by 3.125"

Colors: 4/4 process

Delivery: FOB WeGo Public Transit Nashville, TN

Large Version full: 8.5" x 15.625" (currently have 6 large versions)

Folded: 4.25" by 3.125"

Colors: 4/4 process

Delivery: FOB WeGo Public Transit Nashville, TN

XL Version full: 8.5" x 20" (currently have 13 XL versions)

Folded: 4.25" by 3.125"

Colors: 4/4 process

Delivery: FOB WeGo Public Transit Nashville, TN

XXL Version full: 8.5" x 212.4375" (currently have 6 XXL versions)

Folded: 4.25" by 3.125"

Colors: 4/4 process

Delivery: FOB WeGo Public Transit Nashville, TN

We will require that certain schedules be created in English and Spanish. Currently, sixteen different schedules are in Spanish. Proposers should specify the cost associated with scaling to all schedules, at a minimum available in Spanish. As part of the contract, we will need the Contractor to provide someone who can translate and review these schedules.

ROUTE-SPECIFIC POCKET SCHEDULE/TIMETABLES

We use a full-color format.

WeGo will supply timetable information in Excel format as needed. The process will only include schedules needing updates. These schedules will be sent to WeGo in batches of six to eight schedules as they are completed.

Other features of the full-color timetables include more detailed maps that match the style of the system map, and a streamlined table design with larger type, new icons, fewer footnotes, and non-bold, bold distinguishing a.m. and p.m. trips.

Each of the route-specific pocket schedules/timetables must be completed to the press-ready stage for printing. WeGo will require up to three PDF proofs during the editing and design phase. During the printing phase, a press proof will be required.

WEGO PUBLIC TRANSIT SYSTEM MAP

The WeGo Public Transit System Map is a comprehensive guide to public transportation in the Metro Nashville – Davidson County area. The map consists of two sides and measures 18.335" x 26.533" flat with the folded version measuring 7" X 4.5" finished. The map format includes all bus routes and their service areas, an inset of the downtown service area, points of interest, park & ride lots, and a color-coded service-type chart. In addition, there is general information such as an explanation of how the map and transit system can be used to the rider's advantage, as well as an information key highlighting elements of the map. A sample of the WeGo Public Transit System Map is enclosed. *Note: there may be at some point in time the desire to add regional transportation services to the system map for coherent reflection of public transportation in Middle Tennessee.*

The map must be completed to the press-ready stage for printing. WeGo will require up to three PDF proofs during the editing and design phase.

The current dimensions and requirements for the WeGo Public Transit system map are:

- Full Size: 18.335" x 26.533"
- Folded Size: 4.5" x 7"
- Colors: 4/4 process
- Delivery: FOB WeGo Public Transit Nashville, TN

WEGO STAR COMMUTER RAIL AND OTHER SERVICES

The RTA serves as the agency of record for the Star East Corridor Commuter Rail project which connects Wilson and Davidson counties. This is part of a five-corridor transit network which also includes Cheatham, Sumner, Rutherford, and Williamson counties. The Nashville MTA is the management team for the RTA, including the WeGo Star, and would like the option of using this contract to complete passenger informational schedules and/or signs as needed for the Star and other regional services in the future.

Design will be determined at a later date.

PRODUCTION REQUIREMENTS

It is the responsibility of the design firm to coordinate and produce all necessary electronic files for the proofing and production of the system map and service change materials and to work with WeGo in making any and all corrections/changes as needed. In addition, the proposer will be responsible for all electronic files furnished to the printer and will provide WeGo properly formatted PDFs for its website.

The proposer is responsible for maintaining all WeGo Public Transit map and graphic digital assets and must utilize and provide a brief description of the firm's backup storage/loss prevention system used to store the data.

These specifications, features, and other requirements describe the minimum levels acceptable to WeGo Public Transit. Proposers may exceed any minimum requirement if it will enhance the quality and functional value. Failure to equal a minimum requirement may deem rejection of your proposal.

ONGOING SCHEDULE UPDATES

When schedule updates are necessary, WeGo Public Transit will contact the Contractor with the effective date and when the schedules are needed. The majority of schedule changes are made in the spring (late March/early April) and fall (late Sept./early Oct.) Occasionally, there is a third system change scheduled. If other changes become necessary, the Contractor will be notified of these changes as they occur.

Within three business days of the Contractor receiving the required dates for the updates and requested changes, the Contractor's Project Manager will provide WeGo's Project Manager a timeline that the final product files will be delivered to WeGo for review and approval. WeGo will notify the Contractor of any changes that may become necessary.

CHANGES AND ERRORS

Once the necessary files have been submitted to the Contractor, should WeGo find any errors or have any changes to the files at any point during the design or update processes, the following will apply:

Errors Caused by Contractor: Any error that is the fault of the Contractor will be corrected free of charge by the Contractor. Some examples would include an icon on the map is placed in the wrong location, a requested timepoint is not changed, a street or Nashville landmark is keyed in incorrectly by Contractor's staff. The Contractor will then deliver to WeGo Public Transit in accordance with the delivery schedule a file with the corrected artwork.

Insignificant Errors and/or Changes Caused by WeGo: Any errors that are the fault of WeGo and will take 14 minutes or less to correct will be corrected free of charge by the Contractor. Examples might include adding a comma to one sentence, changing a word in the text box. The Contractor will then deliver to WeGo in accordance with the delivery schedule a PDF or electronic file with the corrected artwork. Additionally, if such errors are

found and WeGo staff completes the changes themselves and supplies a new PDF or electronic file to the Contractor, WeGo will not incur any charges.

Significant Errors and/or Changes Caused by WeGo: Any changes and/or errors that are the fault of WeGo that take 15 minutes or more to correct, or if WeGo chooses not to supply a file with the revised information, will be corrected by the Contractor in accordance with the revision fees established in the Agreement. For billing purposes, any revision fees incurred by WeGo must be billed separately from the normal charges. Any applicable revision fees must be identified in the proposal.

All quotes shall be valid for a period of ninety (90) days from date of receipt. Additional Nashville MTA/RTA contract terms and conditions will be included in any resultant Purchase Order. Prices below must be inclusive of all costs required to deliver service and/or product.

1 st YEAR COST FORM									
DESIGN									
ITEMIZED COSTS	POCKET SCHEDULES					ITEMIZED COSTS	SYSTEM MAP	ADDITIONAL SERVICES	
<i>Production (Hourly Rate)</i>	3 panel	4 panel	5 panel	6 panel	7 panel	<i>Production (Hourly Rate)</i>			
Project Manager						Project Manager			
Cartographer						Cartographer			
Graphic Designer						Graphic Designer			
Web Support						Web Support			
Admin Support						Admin Support			

2 nd YEAR COST FORM									
DESIGN									
ITEMIZED COSTS	POCKET SCHEDULES					ITEMIZED COSTS	SYSTEM MAP	ADDITIONAL SERVICES	
<i>Production (Hourly Rate)</i>	3 panel	4 panel	5 panel	6 panel	7 panel	<i>Production (Hourly Rate)</i>			
Project Manager						Project Manager			
Cartographer						Cartographer			
Graphic Designer						Graphic Designer			
Web Support						Web Support			
Admin Support						Admin Support			

3 rd YEAR COST FORM									
DESIGN									
ITEMIZED COSTS	POCKET SCHEDULES					ITEMIZED COSTS	SYSTEM MAP	ADDITIONAL SERVICES	
<i>Production (Hourly Rate)</i>	3 panel	4 panel	5 panel	6 panel	7 panel	<i>Production (Hourly Rate)</i>			
Project Manager						Project Manager			
Cartographer						Cartographer			
Graphic Designer						Graphic Designer			
Web Support						Web Support			
Admin Support						Admin Support			

4th YEAR COST FORM

DESIGN										
ITEMIZED COSTS	POCKET SCHEDULES					ITEMIZED COSTS	SYSTEM MAP	ADDITIONAL SERVICES		
<i>Production (Hourly Rate)</i>	3 panel	4 panel	5 panel	6 panel	7 panel	<i>Production (Hourly Rate)</i>				
Project Manager						Project Manager				
Cartographer						Cartographer				
Graphic Designer						Graphic Designer				
Web Support						Web Support				
Admin Support						Admin Support				

5th YEAR COST FORM

DESIGN										
ITEMIZED COSTS	POCKET SCHEDULES					ITEMIZED COSTS	SYSTEM MAP	ADDITIONAL SERVICES		
<i>Production (Hourly Rate)</i>	3 panel	4 panel	5 panel	6 panel	7 panel	<i>Production (Hourly Rate)</i>				
Project Manager						Project Manager				
Cartographer						Cartographer				
Graphic Designer						Graphic Designer				
Web Support						Web Support				
Admin Support						Admin Support				

SUPPLIER INFORMATION:

1. Firm Name:	2. Contact Person Name:
3. Address	4. Phone Number
5. Fax	6. E-Mail
7. SAM & DUNS #	8. Business License

Signature: _____

Date: _____

STATEMENT OF WORK (PROPOSED)

NOTE: This is a Proposed Statement of Work. MTA reserves the right to make changes to this Proposed Statement of Work prior to execution.

STATEMENT OF WORK (SOW) 2023148

BETWEEN

NASHVILLE METROPOLITAN TRANSIT AUTHORITY WITH

REGIONAL TRANSPORTATION AUTHORITY OF MIDDLE TENNESSEE

AND

CONTRACTOR NAME

FOR

SCHEDULE DESIGN

This Statement of Work (SOW) is made and entered into this ____ day of ____, by and between Nashville Metropolitan Transit Authority (hereinafter referred to as “MTA”) and Regional Transportation Authority of Middle Tennessee (hereinafter referred to as “RTA”), with its principal office located at 430 Myatt Drive, Madison, TN 37115, and Contractor Name with its principal office located at Contractors Address.

Term: The term of this agreement shall be September 1, 2024 through August 31, 2029. A purchase order (PO) will be issued to the awarded contractor.

Compensation: This agreement shall not exceed \$ _____ unless it is agreed upon by the Contractor and MTA/RTA. The cost shall be in accordance with the proposed quote “Form 1”.

MTA Responsibilities:

1. Hereby agrees to issue a purchase order (PO) to awarded firm.
2. Shall provide a point of contact.
3. Hereby agrees to notify Contractor for required services.
4. Shall make reasonable efforts to make payments within thirty (30) days of receipt of approved invoice.

Contractor’s Responsibilities:

1. Contractor shall, at its sole expense, obtain and maintain in full force and effect for the duration of the agreement and any extension hereof the types and amounts of insurance identified below.
 - 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. 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.



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

- 2. Contractor shall submit invoices to: mta.accountspayable@nashville.gov
- 3. Contractor shall adhere to the terms and conditions of the purchase order (PO) (**Attachment A**).

Contractor shall provide:

- 1. Form 1 – Quote Form

SIGNATURES

Nashville Metropolitan Transit Authority

[Contractor Name]

Stephen G. Bland, Chief Executive Officer

Authorized Signatory

Title: _____

Title: _____

Date: _____

Date: _____



ATTACHMENT A

Purchase Order Terms and Conditions for Goods, Materials, and Supplies Below \$150,000 in value [Purchase_Order_Full_Clauses.pdf \(wegotransit.com\)](#)

By acceptance of this purchase order, contractors/vendors are required to adhere to the following federally required contract clauses:

FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

1. Access to Records and Reports >\$5,000

- a) Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.
- b) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractor's access to the sites of performance under this contract as reasonably may be required.

2. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier- to-tier up to the Agency."

3. Cargo Preference Requirements

The contractor agrees:

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



Civil Rights Laws and Regulations

The following Federal Civil Rights laws and regulations apply to all contracts.

1. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
 - a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
 - b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. **Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
4. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.



4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
6. **Debarment and Suspension**
 - a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000
 - (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - (2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - (3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”
7. **DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.
8. **Energy**

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

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they 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.
10. **Fly America**
 - a) Definitions. As used in this clause—
 - 1) “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
 - 2) “United States” means the 50 States, the District of Columbia, and outlying areas.
 - 3) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
 - b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agency’s, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
 - c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.



- c) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:
Statement of Unavailability of U.S. – Flag Air Carriers
International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:
- d) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

11. Incorporation of Federal Transit Administration (FTA) Terms

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within 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 the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

12. No Government Obligation to Third Parties

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

13. Notification to FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This
- (4) responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

14. Procurement of Recovered Materials

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.”>

15. Program Fraud and False or Fraudulent Statements and Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”



16. Safe Operation of Motor Vehicles

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company- owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

17. Termination

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency’s best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.



Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

18. Violation and Breach of Contract

Rights and Remedies of the Agency

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

- a. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
- b. The right to cancel this Contract as to any or all of the work yet to be performed;
- c. The right to specific performance, an injunction or any other appropriate equitable remedy; and
- d. The right to money damages.

For purposes of this Contract, breach shall include. Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.



Disputes

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

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved. Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Agency and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies

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



STATE OF TENNESSEE REQUIRED 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:

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.

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.

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."

General Terms and Conditions

1. All materials furnished must be of the exact quality specified or the best of their respective kinds, and will be subject to our inspection, count and approval. If rejected, the Vendor shall be notified and be given the reason for the rejection. All rejected deliveries shall be held at the Vendor's risk and he/she shall bear the expenses of removal.
2. INVOICES AND PACKAGES MUST BEAR PURCHASE ORDER NUMBER.
3. The right is reserved to purchase in the open market and to charge the difference to the Vendor, together with any incidental or consequential damages, in the event that deliveries are not made at the time specified in the bid on this order.
4. Orders not shipped on date specified by us may be cancelled without obligation on our part.



5. Except where authorized in advance, no crating, boring, or packaging charges will be allowed.
6. All materials shall comply with regulations of all state and federal laws, and seller in accepting this order agrees to defend and save harmless purchasers from any loss or expense by reason of actual or alleged infringement of any patent.
7. Purchaser reserves the right to suspend shipment in the event of strikes, differences with workmen, accidents or other contingencies beyond our control.
8. Acceptance of this order includes acceptance of all terms, prices, delivery, instructions, specifications, and terms and conditions.
9. No charges in or cancellations of this purchase order shall be recognized by the vendor unless authorized by special form issued by the Purchasing Agent.
10. Each shipment and/or each purchase order shall be covered by separate invoice.

These agreements shall be governed by the laws of the State of Tennessee and any litigation arising from its performance shall be instituted in a court of competent jurisdiction in Davidson County, Tennessee.