



REQUEST FOR PROPOSAL (RFP)

For

Capital Project Management Consultant Services

RFP # 2024183

Date Issued: 12/18/2024

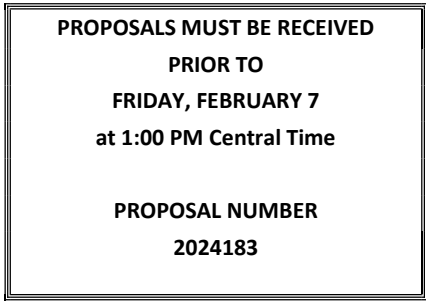
Proposals Due: Friday February 7, 2025, at 1:00 PM Central

Facilitator:
Bradley Luallen
Procurement Administrator
bradley.luallen@nashville.gov
615-880-3984



REQUEST FOR PROPOSALS

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



INSTRUCTIONS:

1. SUBMIT (1) ORIGINAL, with all signed and notarized required forms, and 1 USB drive of Entire Proposal Submission
2. RETURN THE REQUEST FOR ADDENDA TO RECEIVE ANY ADDENDA.
3. ALL PROPOSALS ARE TO BE IDENTIFIED WITH RFP#, RFP NAME, AND RETURNED IN A SEALED ENVELOPE OR PACKAGE.
4. DURING THE RFP PROCESS ALL COMMUNICATION **MUST** BE DIRECTED TO THE PROCUREMENT DEPARTMENT.

The Nashville Metropolitan Transit Authority (Nashville MTA) d/b/a WeGo Public Transit (hereafter may be referred to as “Agency,” “Authority,” “MTA,” “DTO,” or “WeGo”) is soliciting proposals from qualified proposers to provide services to the Agencies. For the purpose of this solicitation, the term “Nashville MTA” shall also refer to the Nashville MTA Board of Directors unless specifically noted. Please see Section IV for detailed scope requirements.

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

SECTION I	Introduction
SECTION II	Instructions to Proposers
SECTION III	Disadvantaged Business Enterprise Program
SECTION IV	Scope of Work, Evaluation Criteria, Proposal Submission Requirements, Required Forms
SECTION V	Contract Documents, General Terms and Conditions, Standard Clauses
SECTION VI	Contract Terms and Conditions (Proposed), Exhibit A – Federal Transit Administration Clauses Exhibit B - State of Tennessee Clauses Exhibit C - Contractor’s Accepted Price Proposal (Reserved)

SUBMISSION DEADLINE

Proposals will be accepted at the Agency’s office located at **430 Myatt Drive, Nashville, TN 37115 until 1:00 PM Central, February 7th, 2025**. Proposals received after this date and time will not be accepted. Proposals are not opened with regular mail.

QUESTIONS/CLARIFICATION DEADLINE

All questions, requests for clarification, and other inquiries related to this RFP must be received by Procurement Project Administrator (PPA), Bradley Luallen no later than January 22nd, 2025, via e-mail at bradley.luallen@nashville.gov.

PRE-PROPOSAL MEETING

In-person on January 15th, 2025, at 1:00 PM Central Time at the **Metro Police Department Madison Precinct at 400 Myatt Drive, Madison, TN 37115**

ADDENDA REQUEST

Proposers are not to contact any other Agency personnel with any questions or clarification concerns in reference to this RFP. The Procurement Department will provide all official communication concerning this RFP.

To receive direct email communication of all Addenda, proposers must submit an email request or the form below to bradley.luallen@nashville.gov by January 20th, 2025.

The subject matter heading of the email must reference the RFP number and Title along with “Request to Receive Addenda.” The body of the email must include the following information: Proposing Firm Name, Proposing Firm US Mail Address, Proposing Firm Contact Person Name, Telephone Number, and Email Address to receive all addenda and notices.

Proposers are responsible for assuring receipt of all addenda. The Agency takes no responsibility for addenda transmissions that may not be received by the requesting entity.

I HAVE READ AND UNDERSTOOD THIS REQUEST FOR PROPOSALS and do herein request copies or notices of addenda.	
Company Name	Phone Number
Address	
Point of Contact	Email:

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I. INTRODUCTION

1.1 GENERAL

The Metropolitan Transit Authority is the not-for-profit employer of staff for the Nashville Metropolitan Transit Authority (Nashville MTA) and The Regional Transportation Authority of Middle Tennessee (RTA). DTO, Nashville MTA, and RTA do business as the single branded entity WeGo Public Transit.

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

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

The Nashville MTA Board, which sets policy for Nashville MTA, consists of five (5) members nominated by the Mayor of Metropolitan Government of Nashville and Davidson County and approved by the Metropolitan Council of Nashville and Davidson County. Board members are appointed to five (5) year terms. Work shall be assigned through the issuance of Task Orders. The Agency reserves the right to request Task Order proposals from one or more of the selected proposers. All Task Orders will include a defined schedule and scope of work to be performed for a not-to-exceed cost based on the contract's established hourly rates and, if applicable, fixed fee. See Section IV – Task Orders and the Proposed Contract for a description of the task order process.

The award of a contract to a proposer is not a guarantee of work. Selected consultants will be requested to respond to Task Order requests as the Agency identifies a need for services to support the capital program.

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

1.2 OVERVIEW

The agency intends to award an indefinite delivery, indefinite quantity (IDIQ) contract to the successful proposer(s) who shall provide services. Refer to Section IV of this Request for Proposals for an expanded description of the scope. The contract(s) and/or purchase order(s) shall be for a **term of three (3) years with two (2) optional one-year (1-y) terms (referred to as a 3-1-1 structure)**, following the Notice to Proceed. The agency reserves the right to award to multiple firms if necessary.

Proposers shall submit cost information as detailed in Form 1, Cost Form. Non-profit and government discounts should be noted.

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

Work shall be assigned through the issuance of Task Orders. The Agency reserves the right to request Task Order proposals from one or more of the selected proposers. All Task Orders will include a defined schedule and scope of work to be performed for a not-to-exceed cost based on the contract's established hourly rates and, if applicable, fixed fee. See Section IV – Task Orders and the Proposed Contract for a description of the task order process.

The award of a contract to a proposer is not a guarantee of work. Selected consultants will be requested to respond to Task Order requests as the Agency identifies a need for services to support the capital program.

1.3 SOLICITATION SCHEDULE

The following estimated timeline should be used as a working guide for planning purposes. The Agencies reserve the right to adjust the schedule as required during the course of the solicitation process and 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/>.

In-person Pre-Proposal Meeting	January 15th, 2025, at 1:00 PM Central Time
Addenda Request Submittal Deadline	January 20, 2025, at 1:00 PM Central Time
Question/Clarification Submittal Deadline	January 22, 2025, at 1:00 PM Central Time
Proposal Submission Deadline	February 7th, 2025, at 1:00 PM Central Time
Presentation/Interviews (if applicable)	Week of February 17th, 2025

All questions regarding this solicitation must be submitted via email to Bradley Luallen at bradley.luallen@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/>.

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 Nashville MTA.

1.4 COST INCURRED BY PROPOSERS

The Agency is 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 proposers 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 submissions.

Should the Evaluation Committee determine to conduct interviews, the Procurement Department will contact the top-scoring firms from the evaluation to schedule a date and time. Nashville MTA reserve 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 to determine the top ranked proposer(s) for submission of a Best and Final Offer, contract negotiation, and award. The Evaluation Committee will recommend for award the proposal(s) that offers each Agency the most advantageous combination of technical merit, including project approach, team and key personnel qualifications, and cost.

1.6 EVALUATION SCORING MEASURES

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

- Project Approach/Work Methodology
- Proposing Team's Qualifications and Experience
- Key Personnel Qualifications and Experience
- Cost

Proposers are directed to Section IV, 4 C - Evaluation Criteria, for detailed evaluation criteria and applicable points allocation.

1.7 PROPOSAL ACCEPTED

Each proposer submits its proposal with the understanding that the acceptance in writing by either 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

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

With the proposal submission, the proposer must indicate that it is prepared to enter into a contract with Nashville MTA 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

The Agency has **not yet** established a specific goal for Disadvantaged Business Enterprise (DBE) participation for this solicitation. A future addendum may contain a DBE Goal, however. Proposers are encouraged to make good faith efforts to cooperate with Nashville MTA in meeting its commitments and goal of 5% for the fiscal years 2024-2026. 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 proposal submission. Please refer to 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 about the DBE program requirements.**

END SECTION I

II. INSTRUCTIONS TO PROPOSERS

2.1 REQUESTS FOR CLARIFICATION

If any person submitting a proposal is in doubt as to the meaning of any part of the Scope of Work or the RFP documents, or finds discrepancies in or omissions from the specifications, they may submit to bradley.luallen@nashville.gov. a written request for an interpretation or correction, no later than January 22, 2025. **Only written requests 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 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

The proposer must submit one original and one USB drive of their entire proposal. Proposals are to be submitted to the following address:

Bradley Luallen, Procurement Administrator
Nashville MTA
430 Myatt Drive -- FRONT DESK
Nashville, TN 37115

The sealed envelope, box, or appropriate package must be clearly marked with "**Capital Project Management Consultant Services**" on the lower left side and "**DO NOT OPEN WITH REGULAR MAIL.**" All proposals will be logged, by a Procurement Department staff member, with the date and time, of receipt. Proposal submissions received after the due date and time, will not be reviewed, or considered.

Nashville MTA have no responsibility for proposals that are not received, partially received, or rejected by a mailing service for any reason.

Proposers should be aware that reviewers of the RFP submissions may elect to print copies of the response to facilitate review. The use of interactive graphics or other materials that cannot easily be reproduced on an office printer/copier may affect the quality of the response, and hence, the evaluation. Nashville MTA, Nashville MTA Board of Directors, and Davidson Transit Organization assume no responsibility for responses that cannot be reviewed due to file size limits or other impediments to accessing the full submission.

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, 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 Denise Richardson, 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

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

2.5 REJECTION OR ACCEPTANCE OF PROPOSAL

The Chief Executive Officer or designee reserves the right to accept or reject any or all or any part of any proposal(s). 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 Agencies acknowledge that the price written is the correct price.

Nashville MTA reserve the right to cancel this RFP in writing or postpone or extend the date and time for submitting proposals at any time. The Agencies reserve the right to reject any or all proposals, to waive any or all informalities or irregularities in the proposals received, to request clarifications of the proposal from the proposer, 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 Agencies reserve 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 Agencies will determine the most responsive proposer(s) whose proposal is most advantageous to the Agencies.

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 Agencies to which they are submitting a proposal 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 proposal acceptance.

2.6 PUBLIC RECORDS/CONFIDENTIALITY

Proposals received become the exclusive property of Nashville MTA. When a contract award is approved by the respective 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

III. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

3.1 Introduction

Nashville MTA (“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” 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 Agency 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 should be submitted with the proposal:

1. Letter(s) of Intent – Form 6-A

Proposers should 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 DBE subcontractors and/or suppliers must sign the Letter(s) of Intent. The Letter(s) of Intent should be submitted with the proposal.

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

2. DBE Goal Commitment to DBE (Participation Form) – Form 6-B

The Proposer should submit a signed DBE Goals Commitment to DBE form with the proposal. Failure to submit and/or sign the form may render the submission non-responsive.

3. Good Faith Effort Documentation Form – Form 6-C

If Proposer is unsuccessful in meeting the required project specific DBE goal, additional documentation is required to demonstrate the efforts it made in attempt to meet the DBE goal. See section 3.7 for detailed Good Faith Effort requirements.

4. DBE Utilization Form – Form 6-D

The proposer should submit a fully completed DBE Utilization Form, providing all requested information, and calculating the total DBE percentage.

Nashville MTA 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.

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 proposal 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 TNUCP as a DBE, have not received affirmation from the Agency MTA or the TNUCP that their certification from another entity is consistent with and acceptable to the Agency or the TNUCP 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 has not yet been established, however a future addendum may contain a DBE Goal. In order for a 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 Commitment to DBE (Participation Form), Form 6-B, proposes a DBE percentage less than the established goal, the proposer must submit appropriate documentation justifying its submitted DBE percentage.

The Agency reserves the right to request additional documentation or information from the proposer regarding its Commitment to DBE (Participation Form), Utilization Plan, Letter of Intent, and, if applicable, any Good Faith Efforts documentation. If the Agency enters into a contract based on the proposer’s Commitment to DBE (Participation Form), Good Faith Effort 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 may 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 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 along with the Good Faith Efforts Documentation Form (Form 6-C). The documentation 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 Good Faith Effort form 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 as part of the GFE 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 Good Faith Effort form 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 Good Faith Effort 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 the Agency determines the fees to be reasonable and not excessive. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subcontractor is itself a DBE.

(b) When a DBE performs as a participant in a joint venture, a portion of the total dollar value of the contract equal to the distinct 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 commitment 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 using an online reporting system: <https://wegotransit.dbesystem.com>. Monthly audit entries are required to report contract payments to prime and subcontractors. Each month, Contractor shall report payments received from the Agency as well as payments made to all subcontractors. Contractors are responsible for providing accurate and complete information each month and as requested.

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** to all those who provide supplies or perform 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

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

A. SCOPE OF WORK

WeGo Public Transit invites proposals from firms seeking to provide capital project management consulting services. As the principal manager overseeing WeGo’s capital project consultants and contractors, this role is pivotal in facilitating the modernization and expansion of Metro Nashville’s transit systems. Proposers are expected to demonstrate a comprehensive range of experience and expertise in managing the implementation of complex transit capital projects. The successful candidate will assume a central responsibility in WeGo’s delivery of transformative projects that enhance transit mobility, accessibility, and sustainability throughout Metro Nashville.

Background:

On November 5, 2024, voters in the Nashville-Davidson County approved an additional half-penny sales tax creating dedicated funding to improve and expand transit service as outlined in [Choose How You Move: Nashville’s Transportation Improvement Program \(CHYM\)](#). The All- Access Pass to Sidewalks, Signals, Service, and Safety encompasses projects across WeGo’s service area to maintain, improve, and expand Nashville’s ability to provide safe multimodal transit services that advance for all prosperity, connectivity, and equity for a more livable region.

CHYM represents the most extensive capital program in Nashville’s history, encompassing a geographic scope and scale unprecedented in the city’s past. The successful implementation of CHYM necessitates extensive collaboration among various Metro departments, project managers, and oversight of \$3.1 billion in capital projects over a 15-year period. Additionally, it entails coordinating \$111 million in annual operating expenditures and ensuring transparent communication and reporting of program progress to advisory groups and the public. Furthermore, robust engagement with neighborhoods will be a cornerstone of CHYM’s efforts. By addressing Nashville’s transportation infrastructure, CHYM aims to modernize the city’s mobility patterns, ensuring a sustainable and efficient future for its residents.

The CHYM initiative encompasses upgrades to approximately 600 signalized intersections, replacing conventional traffic lights with those equipped with advanced technology. These systems monitor traffic flow, analyze patterns, and adjust their settings based on demand, thereby enhancing road reliability and safety. Additionally, the program introduces 24/7/365 transit service and constructs 54 miles of All-Access Corridors, providing more frequent, reliable, and accessible transit options. Furthermore, the initiative aims to enhance pedestrian connectivity by constructing 86 miles of sidewalks and walkable paths, addressing Nashville’s most pressing sidewalk infrastructure needs and connecting major transit hubs to residential areas. Concurrently, safety improvements are implemented on 78 miles of the Vision Zero High- Injury Network, creating safer environments for pedestrians, cyclists, motorists, and transit users. Finally, CHYM will also fund park and ride facilities along ten All-Access Corridors, including designated regional transit centers with 100 to 200 parking spaces. These facilities will significantly enhance regional connections near the peripheries of Nashville-Davidson County, connecting many of Middle Tennessee’s cities and counties to Downtown Nashville.

The CHYM projects will be implemented by multiple Metro Departments. Certain projects will be led by WeGo, while others will be led by NDOT with strategic coordination from the Mayor’s Office. Regardless of the lead agency for specific CHYM projects, collaboration among internal and external stakeholders is crucial throughout project planning, design, delivery, and operations. Moreover, many of the projects overlap with responsibilities and facilities maintained by the Tennessee Department of Transportation (TDOT), an essential partner for Nashville in delivering the CHYM projects.

Scope of Services

The capital project management firm, as the principal manager of WeGo’s consultants and contractors, will oversee the planning and execution of WeGo’s capital transit infrastructure projects, as outlined in CHYM and within the timelines established during the project prioritization and scheduling phase. Additionally, the firm(s) will assist WeGo with other capital projects that may evolve in Metro Nashville. The successful candidate(s) will ensure that these projects are completed on time, within budget, and adhere to the necessary quality standards to ensure successful operations. This will be achieved through a collaborative approach, both internally and externally, throughout every aspect of the projects.

WeGo’s capital projects shall include, but is not limited to, the following projects:

- All-Access Corridors
- Transit Centers
- Bus Operations and Maintenance Facilities
- Park and Rides
- Land Acquisition near Future Transit Centers

All-Access Corridors – Upgrades to Nashville’s most heavily traveled pikes and roadways to support higher frequency and capacity transit, more reliable vehicle travel, and increased safety for all road users.

Components: Bus Rapid Transit Elements where feasible including Transit-Only Lanes, Upgraded Station and Stops, Intersection Improvements, Off-board Fare Collection, and others. Upgrades for all Users No Matter How They Choose to Move.

All-Access Corridors

Murfreesboro Pike	Downtown-Westside Transit (led by NDOT)
Gallatin Pike	Charlotte Pike (led by NDOT)
Dickerson Pike	Downtown-James Robertson (led by NDOT)
Nolensville Pike	Downtown-East Bank (led by NDOT)
West End (led by NDOT)	Bordeaux/Clarksville Pike (led by NDOT)

WeGo Essentials – Improvement to the basic facilities needed to run a reliable, efficient, and comfortable transit system.

Components: Bus Stops, Transit Centers, Transit Vehicle Maintenance and Storage Facilities, and Park and Ride Facilities

Transit Centers

SoBro (Downtown)	Donelson (Neighborhood)
East Bank (Downtown)	TSU (Neighborhood)
Antioch (Regional)	Skyline (Neighborhood)
West Nashville (Regional)	Vanderbilt Center (Neighborhood)
Madison (Regional)	Bellevue (Neighborhood)
Nolensville (On-Street)	Airport Station

To support expanded bus service, CHYM includes the construction of two bus garages: a new facility and the potential renovation of the Nestor Facility.

To enhance regional connections near the fringes of Nashville-Davidson County, CHYM includes 17 park and ride facilities, each with a capacity of 100 to 200 parking spaces. Notably, several of these facilities are integrated into designated regional transit centers.

Places for Everyone – Land acquisition near transit centers for future development that helps Nashvillians stay local. Through transit-oriented development, the private sector can play a vital role providing equitable development in Metro Nashville by creating compact, walkable, mixed-use communities with high-quality public transit access. This approach promotes urban growth, reduces car dependency, and enhances job and service accessibility, leading to a more livable and environmentally sustainable city for all.

Components: Land Purchases for Future Equitable Development and Use

Land Acquisitions Near Transit Centers

SoBro	Skyline
East Bank	Madison
Antioch	Donelson
West Nashville	Nolensville
TSU	Bellevue

The successful candidate will lead the planning, design, procurement, budgeting, and implementation of WeGo’s capital transit projects, ensuring adherence to timelines, budget, and scope standards.

Below is a list of detailed scope tasks that outline the services and activities WeGo’s capital project management firm will be responsible for executing to facilitate the implementation of the capital projects. Please note that this list does not constitute an assurance of future engagement. WeGo reserves the right to independently procure certain or all the services needed at any time.

Detailed Scope of Tasks

1. Project Management and Coordination – Oversee the entire lifecycle of capital transit projects, encompassing planning, design, procurement, financing, implementation, and operations. Ensure compliance with established timelines, budgetary constraints, and project scope standards through collaborative efforts with internal and external stakeholders. Supervise and direct a multidisciplinary team of project managers, engineers, planners, communications specialists, and other professionals (both employed by WeGo and contracted) to provide guidance, mentorship, and support in achieving project objectives.
2. Seconded Support – Provide seconded staff to support the delivery of WeGo’s capital transit projects onsite. Support may include, among other specific tasks, managing projects including coordination with internal and external stakeholders, conducting specific transit infrastructure related analyses, and supporting anticipated Growth and Development functions around capital projects.
3. Planning and Feasibility Assessment – Confirm, amend, and/or establish the comprehensive vision and framework for WeGo’s capital transit projects and evaluate the practicality and achievability of that vision under realistic conditions.
4. Project Schedule Management – Ensure that all activities are completed within the stipulated timeframe, thereby positioning the successful delivery of WeGo’s capital projects by creating a structured timeline that outlines all tasks and activities.
5. Procurement and Vendor Management – Support WeGo’s internal stakeholders in the strategic development and management of the procurement of essential services, materials, equipment, and infrastructure necessary

for the planning, design, construction, operation, and maintenance of capital projects. Oversee and coordinate with internal stakeholders to ensure that vendors fulfill their contractual obligations.

6. Design and Construction Management - Ensure the successful planning and execution of the design phase of a project that involves developing the project's conceptual framework. This framework must adhere to functional, aesthetic, and regulatory requirements to prepare comprehensive construction plans. Oversee the physical construction process, ensuring that the project is constructed according to the approved design, on time, and within budget.

7. Project-Specific Communication Management – Develop strategies, tools, and processes to ensure the seamless and effective exchange of information among stakeholders during a transit project. This encompasses engaging project teams, government agencies, contractors, and the public to maintain transparency, alignment, and involvement throughout the project's lifecycle.

8. Stakeholder Engagement – Cultivate and maintain strong relationships with internal and external stakeholders, including the Federal Transit Administration (FTA), Tennessee Department of Transportation (TDOT), and other government agencies, community organizations, elected officials, and regulatory bodies. These partnerships will facilitate transparency, project approval, and provide essential support in the advancement of projects.

9. Community Engagement – Community engagement is essential to ensure equity for vulnerable communities in transit. Design and implement inclusive processes to involve historically underserved or disadvantaged populations in transit planning, decision-making, and implementation. The objective is to address systemic barriers, ensure equitable distribution of benefits, and mitigate negative impacts on vulnerable groups, such as low-income individuals, minorities, the elderly, and persons with disabilities. Maintaining close coordination with impacted businesses and property owners throughout the process, and particularly during construction, is paramount.

10. Internal Collaboration and Consensus Building – Foster collaborative processes that facilitate the alignment of objectives, information sharing, and collective decision-making among various teams, departments, and stakeholders within WeGo or capital project teams. This approach is paramount to ensuring the seamless integration and efficient execution of all aspects of a transit project, encompassing planning, design, finance, construction, and operations, with all key stakeholders fully engaged and informed.

11. Budget and Resource Management – Develop and manage project budgets effectively, allocate resources appropriately, and identify cost-saving opportunities without compromising project quality, scope, or deliverables. Ensure that capital transit projects are completed efficiently, on time, and within budget. Additionally, consider strategies to optimize operational expenditures to ensure cost-effectiveness.

12. Grant Management - Support WeGo's Grants Department in their efforts to identify, apply for, receive, and administer funding from various government sources to advance capital transit projects. This involves ensuring compliance with the requirements and regulations set by funding agencies, monitoring the use of funds, and providing accountability through accurate reporting and audits. By effectively managing grants, WeGo enhances its competitiveness in securing and utilizing public funds to enhance and expand public transit infrastructure and services, thereby meeting the needs of Metro Nashville.

13. Risk Management and Contingency Planning – Proactively identify, assess, and mitigate potential risks that could disrupt the delivery, operations, or services of capital transit projects. This process entails developing strategies to minimize the probability and impact of adverse events and creating contingency plans to address unforeseen circumstances. Effective risk management ensures project continuity, safeguards resources, and facilitates the timely and efficient delivery of transit infrastructure.

14. Contract Negotiations and Management – Oversee the negotiation of contracts between WeGo and external parties, including contractors, suppliers, consultants, and service providers, for capital transit projects. By effectively managing contract negotiations and ensuring the timely completion of deliverables, WeGo can increase

the number of projects that are launched and implemented on time, within budget, and in compliance with regulations.

15. Quality Assurance/Quality Control Management – Implement a systematic process to ensure that transit projects, services, and operations adhere to established standards and requirements. Quality Assurance (QA) focuses on proactive measures, such as planning and setting quality standards. Quality Control (QC) entails proactive measures, including testing and inspection, to identify and rectify deviations from established standards. Concurrently, these processes collectively augment project outcomes, guarantee safety, enhance service reliability, and cultivate public confidence in transit systems.

16. Compliance Management – Outline the processes and practices to ensure WeGo complies with all applicable laws, regulations, policies, and standards. This encompasses federal, state, and local regulations, as well as internal policies and industry best practices. Effective compliance management mitigates legal, financial, and reputational risks while fostering accountability, safety, and efficiency within capital transit project delivery and operations.

17. Environmental Management – Ensure that WeGo capital transit projects are positioned to comply with local, state, and federal environmental regulations, contribute to sustainability goals, and operate in a manner that protects the environment while enhancing transit infrastructure and services.

18. Unsolicited Proposal Management – If the Procurement Department deems it necessary, provide support in the evaluation of proposals submitted to WeGo for capital transit projects without a formal request or solicitation from the agency. These proposals may originate from private companies, non-profit organizations, or other stakeholders who present ideas, solutions, or partnerships that they believe could enhance transit operations, infrastructure, or services. Managing unsolicited proposals involves reviewing, assessing, and determining whether to accept, reject, or negotiate such proposals in accordance with the agency’s objectives, priorities, and legal/regulatory frameworks.

19. Administrative Support – Organize and coordinate administrative functions that facilitate the smooth and efficient delivery and operations of capital transit projects. This encompasses managing non-technical activities such as clerical work, scheduling, documentation, communication, human resources, procurement support, and financial administration. Administrative support is crucial in ensuring that all logistical, organizational, and procedural aspects of transit projects are effectively managed and aligned with the WeGo’s objectives.

20. Progress Reporting/KPIs – Compose comprehensive progress reports, presentations, and briefings for senior management, the Board of Directors, elected officials, and other appropriate stakeholders. These documents should outline substantial milestones, the progress achieved, the challenges encountered, and the accomplishments realized to facilitate informed decision-making and accountability.

21. Post Construction Management - Undertake the activities and processes that follow construction to ensure a seamless transition from construction to operation. These include finalizing construction-related tasks, conducting system testing, ensuring compliance, and preparing the facility or infrastructure for public use.

Task Order Process

The contract(s) resulting from this solicitation will be a Task Order contract. Each Task Order shall be identified by a consecutively issued number. The Task Order process will work as follows:

- 1) The Agency will make a written Task Order request for an approach to an identified need for services. The Task Order request may be sent to multiple consultants in the category of services to receive proposals to be evaluated based on the most advantageous combination of approach, personnel expertise, and schedule.
- 2) The consultant(s) will provide a proposal that includes the personnel to be assigned and estimated hours, work to be performed by subcontractors, if applicable, and a total cost that will itemize the cost and hours for the prime consultant’s

work, each subcontractor, and any applicable reimbursable direct costs. Rates used to establish the total cost will be the rates established in the contract.

- 3) If the Task Order request from the Agency includes DBE participation, the consultant’s proposal must include the names, assignments, and dollar value of the DBE subcontracts that will participate in the Task Order engagement. If the consultant is unable to fulfill the DBE participation goal on the Task Order, the consultant must submit DBE Good Faith Effort (GFE) documentation (see Form 6-C) indicating its effort to fulfill the Task Order’s participation goal. The Agency will evaluate the GFE documentation before accepting the consultant’s Task Order proposal and reserves the right to reject any Task Order proposals if in the Agency’s sole judgement, the consultant has not made a Good Faith Effort to fulfill the Task Order’s DBE participation goal.
- 4) The Agency and the consultant will agree on a final scope of work, approach, schedule, and total cost. The approval of the Task Order will follow the Agency’s procurement approval process.
- 5) Upon approval of the final proposal, the Agency will issue a Notice to Proceed with the Task Order.

Except in the event of a declaration of emergency by the Agency’s Chief Executive Officer, the consultant is not authorized to perform work in the absence of an approved Task Order. The Agency reserves the right to request Task Order proposals from more than one consultant and to select for assignment the consultant that is offering the Agency the best combination of scope, approach, and schedule. Time spent preparing responses to task order requests and preparing invoices will not be accepted by the Agency as direct billable hours.

On each invoice, the consultant must separately identify work performed on each task order. While one invoice may include work performed on multiple task orders, the work performed on each task order must be separately delineated and readily identifiable. With each invoice, the consultant must also provide a status update for all task orders issued up to the date of the invoice.

B. EVALUATION CRITERIA

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

Evaluation Criteria	Criteria Weight
Expertise in Relevant Work Experience: Was there an evaluation of the proponent’s experience in providing the services outlined in the Scope of Work? Was there an assessment providing the proponent’s experience working with federal, state, and local governments, as well as quasi-government entities and public agencies or authorities, with a particular focus on public transit agencies?	30
Key Personnel Experience and Commitment: Was there an evaluation of the qualifications and experience of the proponent’s key personnel, including the proposed seconded support with day-to-day responsibilities for service delivery? Was there an assessment of the qualifications and resumes of the key personnel the proponent intends to use to perform services?	25
Demonstrated proficiency to adhere to schedules and budgets: Was there an evaluation of the methods the proponent intends to employ to monitor and control project costs and schedules? Was there an assessment of the proponent’s track record in preventing delays and cost overruns on previous projects?	20
Technical Capabilities and Professional Qualifications: Was there an evaluation of the composition and organization of the proponent’s team, including the prime firm, subconsultants, or joint venture partners, and the assessment of the proposed distribution of work? Was there an evaluation of the technical capabilities of the individuals listed in the Organizational Chart and how they align with the proposed scope of work?	15
Price Proposal: Was a Price Proposal/Fee Structure provided?	10
Total Points	100

Nashville MTA reserve the right to conduct negotiations with the top-ranked proposers to reach final agreement on specific terms of the Services Contract. Proposals should be submitted initially on the most favorable and cost-effective terms.

C. PROPOSAL SUBMISSION REQUIREMENTS

Proposal submissions shall include all of the items listed below in the order shown. Each section should be clearly labeled, with pages throughout the entire proposal consecutively numbered. This format is necessary for evaluation purposes.

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

Submissions shall include individual sections indexed in the order outlined below.

GENERAL SUBMISSION REQUIREMENTS:

Text font size is to be no smaller than 11 throughout the entire proposal submission; all pages in the submission are to be 8 ½" x 11", standard size. Proposers are advised that the evaluators may elect to print some or all pages of the proposal submission to facilitate review. Proposers are advised to consider how a proposal submission will look when printed on a standard office copier.

PART 1: **COVER PAGE AND COVER LETTER**

All proposals shall be accompanied by a cover letter of introduction and executive summary of the proposal.

The cover letter and executive summary shall:

1. Briefly introduce the proposer, including a concise summary of the proposer's experience and history;
2. Clearly state the services for which the proposer is submitting a proposal;
3. Provide a brief summary of the proposer's administration, organization and staffing;
4. Clearly state the responsible contact person's title and contact information.

PART 2:

Expertise in Relevant Work Experience:

1. Provide the proposer's experience in providing the services outlined in the Scope of Work.
2. Provide an assessment the proposer's experience working with federal, state, and local governments, as well as quasi-governmental entities and public agencies or authorities, with a particular focus on public transit agencies.
3. Summarize the projects and services provided for the organizations for which the proposer is submitting as references. Proposers are advised that current or previous work for Nashville MTA is not to be used as a reference. Proposers must provide the description of the project, the work the proposer performed, the name of the client, contact name, telephone, and email address. Proposers should verify the reference's contact information before including the reference in the submission. **References are to be provided on Form 11 – References** – included in the Forms section of the proposal submission.

PART 3

Key Personnel Experience and Commitment:

1. Provide a list of the qualifications and experience of the proponent's key personnel.
2. Include the proposed seconded support with day-to-day responsibilities for service delivery.
3. Provide key personnel resumes that the proponent intends to use to perform services.

PART 4:

Demonstration of proficiency to adhere to schedules and budgets:

1. Provide the methods the proponent intends to employ to monitor and control project costs and schedules.
2. Provide the proponent's track record in preventing delays and cost overruns on previous projects.
3. Provide a clear and concise summary of the overall approach to the project, the team's expertise, client services, and client communications.

PART 5

Technical Capabilities and Professional Qualifications:

1. Provide the composition and organization of the proponent's team, including the prime firm, subconsultants, or joint venture partners, and the assessment of the proposed distribution of work.
2. Provide the technical capabilities of the individuals listed in the Organizational Chart and how they align with the proposed scope of work?
3. Describe the proposer's qualifications for successfully providing the requested services;
4. Summarize the roles, responsibilities, and qualifications for proposed subconsultants;

PART 6:

COST

Proposals must include a complete Form I - Cost Proposal Form(s), located in Section D. If a discount off retail pricing for items not specifically listed on Form I is available, please provide that information. Also include any other pricing discounts or offers that will assist the Agency in obtaining the best possible pricing for the services provided.

Proposers must identify in their cost proposal all direct costs they anticipate they will incur. Nashville MTA reserves the right to reject the request for payment of any direct cost item that was not submitted with the cost proposal or that was not expressly approved in advance of the cost being incurred.

Proposers must provide the hourly rate for the subconsultants, and the prime's up-charge percentage.

PART 7:

FTA REQUIRED FORMS

The Agency requires proposers to complete and submit with the RFP all forms indicated in the Forms section.

If a form is not applicable to the proposal or the proposing organization, ***please indicate not applicable and SUBMIT.***

Cost Form1 (Part 6 of the Proposal Submission)	Forms 6 A - 6D Disadvantaged Business Enterprise Program	Form 11 - References	Insurance Certificate (not required with proposal submission)
Form 2 Acknowledgment of Addenda	Form 7 Certificate of Authority	Form 12 Affidavits	DBE Certificate (may be requested for DBE status verification)
Form 3 Affidavit & Information Required for Proposers	Form 8 Certification of Restrictions on Lobbying	Form 13 Notice to Contractor	License (not required for this solicitation)
Form 4 Proposer's Certification of Eligibility	Form 9 Certification of Debarment, Suspension Primary	Forms 14 and 15 - Buy America <i>INTENTIONALLY OMITTED</i>	Permits (not required for this solicitation)
Form 5 Compliance with Specifications	Form 10 Certification Debarment, Suspension Lower-Tier	Form 16 Subcontractor Utilization Plan	

ACCEPTANCE OF THE PROPOSED CONTRACT TERMS AND CONDITIONS

If a proposer has exceptions to the contract terms, the Scope of Work, or any other aspects of the RFP, the proposer MUST include the exceptions in this section. Proposers are advised that the Agency will NOT consider changes to contract terms that are raised after the proposals have been evaluated. Submissions that include statements that exceptions to contract terms and conditions will be provided if the proposer is selected for contract negotiation will be deemed non-responsive and will not be evaluated.

Nashville MTA will not consider changes to Exhibit A, Federal Transit Administration Clauses, or Exhibit B, State of Tennessee Clauses.

D. REQUIRED FORMS

FORM 1 – COST PROPOSAL FORM — TOTAL COST PROPOSAL SUMMARY AND DETAILED COSTS

PROPOSAL FOR: 2024183 Capital Project Management Consultant Services

Please provide anticipated direct costs for the prime proposer and subconsultants (if applicable). For individuals named in the RFP response, please include the individual’s name and job classification. For each service listed, the proposer may use the titles/positions that are customary for the business entity. If a subconsultant is a DBE, please indicate the designation with the firm name. Hourly Rates are to be inclusive of direct labor and overhead costs.

Year 1 rates shall be effective for twelve months from the notice to proceed (NTP) date. Rates for each subsequent year will begin on the anniversary of the NTP date.

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 the Cost Proposal on any verbal instructions contrary to the Proposing Documents or any addenda,
- c) has personally inspected and is familiar with the project requirements, and hereby proposes to provide all services 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.

Disciplines	<u>Year 1</u> Hourly Rate	<u>Year 2</u> Hourly Rate	<u>Year 3</u> Hourly Rate	<u>Optional Year 4</u> Hourly Rate	<u>Optional Year 5</u> Hourly Rate
Principal					
Senior Professional					
Project Manager / Professional					
Junior Professional					
Other Admin & Support Services					

NAME OF PROPOSING ENTITY : _____

ADDRESS OF PROPOSER: _____

NAME OF AUTHORIZED SIGNATORY OF PROPOSER: _____

TITLE OF AUTHORIZED SIGNATORY: _____

EMAIL: _____ Phone: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF PROPOSER: _____

DATE: _____

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: _____

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 3

AFFIDAVIT OF NON-COLLUSION

Affidavit and information required for Contractor:

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

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

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

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

Notary Public

My commission expires: _____

FORM 4

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

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

Company

Authorized Signature /Date

Name Printed

Title

SAM Number

DUNS Number

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

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

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

<https://www.sam.gov>

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

Notary Public

My commission expires: _____

FORM 5

COMPLIANCE WITH SPECIFICATIONS

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

Company

Authorized Signature /Date

Name Printed

Title

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

Notary Public

My commission expires _____

FORM 6 – B

DBE GOALS – COMMITMENT TO DBE (DBE PARTICIPATION FORM)

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

The undersigned has satisfied the requirements of the of the bid/proposal’s DBE goal 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 proposer 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 proposer 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 Proposer 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 Proposer 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 Proposer 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

GOOD FAITH EFFORT DOCUMENTATION FORM

CONTRACT NAME: _____

NAME OF CONTRACTOR: _____

*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 as necessary to document your efforts.

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

Contractor’s Authorized Signatory

Date

DBE UTILIZATION PLAN

CONTRACT NAME: _____

NAME OF CONTRACTOR: _____

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

Please use as many sheets as necessary

(A) DBE Firm Name & Address	(B) Contact Person & Phone Number	(C) NAICS Code: Services or Materials	(D) DBE Contract Value
Total DBE Contract Value (E)			
Total Proposed Contract Value(F)			
Total DBE Contract Value (E) divided by Total Proposed Contract Value (F) = DBE %			

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 officer 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

Proposers are advised that current or previous work for Nashville MTA is not to be used as a reference. Proposers must provide the name of the project, the work the proposer performed, the name of the client, contact name, telephone, and email address. Proposers should verify the reference's contact information before including the reference in the submission.

Subcontractors that will be performing key elements of the scope should submit separate references that reflect the work the subcontractor will be performing on this project.

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.

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

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

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

Notary Public
My commission expires: _____

FORM 13

NOTICE TO CONTRACTOR

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 14 - BUY AMERICA CERTIFICATION- INTENTIONALLY REMOVED

FORM 15 - BUY AMERICA CERTIFICATION – INTENTIONALLY REMOVED

Subcontractor Information

Proposer Name		Address	
Contact		Email	
		Phone	

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.

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

5.1 CONTRACT DOCUMENTS

Any contract resulting from this RFP shall include the following;

- Request for Proposals No. 2024183 and all Addenda
- Proposer's Offer and Guarantee
- Proposal Award/Contract and all related Exhibits
- Federal Transit Administration Clauses– Exhibit A of the Contract
- State of Tennessee – Exhibit B of the Contract

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 Federal Transit Administration and State of Tennessee clauses. See Contract Exhibits A and B for FTA and State contract clauses.

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

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

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

5.2 GENERAL TERMS AND CONDITIONS

1. GENERAL REQUIREMENTS

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

2. PROPOSER AFFIDAVITS NON-COLLUSION

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

3. INSURANCE REQUIREMENTS

During the term of the Contract, the selected proposer shall, at its sole expense, obtain and maintain in full force and effect for the duration of the Contract and any extension hereof the types and amounts of insurance identified in the Contract, **Section 12 – Insurance**.

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

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

4. INTEREST OF MEMBERS OF NASHVILLE MTA

No member of the governing body of Nashville MTA, other officer, employee or agent of the agencies who exercise 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 Metropolitan Government of Nashville and Davidson County, 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 – WeGo will notify FTA regional office when it receives a third-party contract protest on a contract with substantial FTA funds (projects over \$500,000), and keep FTA informed about the status of the protest.

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

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

C. Submission of Protest

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

The proposal and proposed contract number of the proposal.

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

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

D. Types of Protests and Timing

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

1. Types of Protests

a. Protest regarding the proposal

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

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

b. Protest regarding requirement and responsiveness

Upon receipt of a timely filed protest regarding the requirements responsiveness, the Authority will suspend its evaluation of all proposals submitted until resolution of the protest, if the Authority determines that the protestor has established that there are reasonable doubts regarding the responsiveness of a proposal or the responsibility of a 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. If the protestor is not satisfied with the response of the Director, the protestor may appeal in writing to the Chief Executive Officer or the CEO's designee ("CEO"), within five (5) business days from the date of the Director's response. The CEO, in his or her sole discretion, shall determine if the protest has been given fair and reasonable consideration by the Director, or if additional information is needed or consideration is warranted. The CEO will provide a response within ten (10) business days after receipt of the appeal. The CEO's decision is final and no further action on the protest shall be taken by Nashville MTA. By written notice to all parties, the Director or CEO may extend the time provided for each step of the protest procedures, extend the date of notice of award, or postpone the award of a contract if deemed appropriate for protest resolution.

F. FTA Protest Procedure

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

18. ADDITIONAL SERVICES REQUEST

The Agency 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

NOTE: ALL PROPOSED CHANGES TO CONTRACT TERMS MUST BE SUBMITTED WITH THE PROPOSAL RESPONSE TO BE CONSIDERED.

CHANGES TO EXHIBIT A – FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES AND EXHIBIT B – STATE OF TENNESSEE CLAUSES WILL NOT BE CONSIDERED.

VI. CONTRACT TERMS AND CONDITIONS (PROPOSED)

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

CONTRACT NO. 2024183

BETWEEN

NASHVILLE METROPOLITAN TRANSIT AUTHORITY

AND

[PROPOSER NAME]

FOR

CAPITAL PROJECT MANAGEMENT CONSULTANT SERVICES

This Contract No. 2024183 (hereinafter referred to as “**Contract**”) is entered into as of the ___ day of _____, 2025, by and between Nashville Metropolitan Transit Authority (Nashville MTA) and Regional Transit Authority (RTA) (hereinafter referred to as (“**WeGo**”, “**Nashville MTA**”, or the “**Agency**”), having its principal office located at 430 Myatt Drive, Nashville, TN 37115, and [VENDOR NAME] (hereinafter referred to as “**Contractor**”), having its principal office located at [VENDOR ADDRESS].

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

1. Any properly executed amendment to this Contract (most recent with first priority),
2. Contract No. 2024183
3. Request for Proposal No. 2024183 (the “**Proposal**”)
4. Contractor’s Proposal dated _____ (collectively, the “**Contract**”)

1. Duties and Responsibilities of Contractor

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

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

1.3. The Agency may purchase additional Services offered by the Contractor under this Contract. 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 _____, 2025. The initial term of this Contract shall continue for a three (3) year period unless otherwise terminated as provided herein (the “Term”). This Contract may be extended by a properly executed amendment for two (2) additional one-year (1y) terms as may be offered by Nashville MTA, in Nashville MTA’s sole discretion.

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

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

3. Compensation/Invoices

3.1. For the Services, Contractor is entitled to receive \$_____ as set forth in this solicitation.

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

3.3. Contractor shall submit invoices via email to:
MTA.AccountsPayable@nashville.gov, Lydia.benda@nashville.gov, Debbie.frank@nashville.gov.

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

5. Taxes & Freight

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

6. Title Warranty

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

6.2. 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, below, to the extent that it is based on a Claim that the Services or other work products furnished contain liens, Claims, or encumbrances of any kind. The Contractor shall further indemnify and hold harmless, to the fullest extent permitted by law, and as set forth in these sections, the Covered Entities against any award of damages and costs made against the Covered Entities or in any settlement agreement of a Claim authorized in writing by both parties.

6.3. 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 the Agency which are equal substitutes, in the Agency's discretion, for the Services in all material respects, or obtain for the Agency the right to use the Services without encumbrances, or require the return of the affected Services and refund to the Agency all monies paid by the Agency for such Services. Nothing in this **Section 6** shall preclude the Agency from exercising any rights or remedies as provided elsewhere in this Contract.

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

7.1. 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 13**, the Covered Entities against any award of damages and costs made against the Covered Entities or in any settlement agreement of a Claim authorized in writing by both parties.

7.2. 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:

7.2.1. Procure for the Agency the right to continue using the products or Services.

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

7.2.3. Remove the products or discontinue the Services and cancel any future charges pertaining thereto.

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

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

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

7.3.2. 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;

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

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

Nothing in this **Section 7** shall preclude Nashville MTA from exercising any rights or remedies as provided elsewhere in this Contract.

8. Works for Hire and Software License

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

8.2. 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.

8.3. 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.

8.4. 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.

8.5. 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.

8.6. 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.

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

8.8. Contractor, if requested by Nashville MTA, shall execute all necessary documents to enable Nashville MTA to protect Nashville MTA’s rights under this Section 8.

9. Termination

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

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

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

9.4. In the event of a termination under Section 9.2. or 9.3., Contractor will be compensated in accordance with the Services that have been delivered up to the date of termination as well as reasonable closeout costs including but not limited to payment for Services previously ordered and completed but not delivered and any restocking charges for articles returned by Contractor to its vendors as a result of such early termination.

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

10. Maintenance of Records and the Agency Property

10.1. 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.

10.2. Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the Agency or their duly appointed representatives. Accordingly, notwithstanding anything in Section 10.2 to the contrary, Agency maintains the right at any time to request copies of records as may be required by law, regulation or MTA's reasonable business needs.

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

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

10.5. 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.

10.5.1. 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 Contractor. Contractor assumes full responsibility for adhering to the applicable Data Security Laws.

10.5.2. 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.

11. Independent Contractor/Subcontractors

11.1. Contractor is an independent contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. It is expressly agreed and understood between the parties that Contractor and any of its subcontractors and suppliers are independent contractors to the Agency and as such shall be viewed in law and equity. No vicarious liability shall be imposed upon the Covered Entities by any action of Contractor, subcontractor or supplier in the performance of this Contract. Neither the Agency nor Contractor shall hold itself out in a manner contrary to the terms of this **Section 11** nor shall the Agency or Contractor become liable for any representation, act, or omission of the other party contrary to the terms of this **Section 11**.

11.2. Neither Contractor nor Contractor's employees, subcontractors or agents are the Agency employees. Contractor shall bear sole responsibility for payment of compensation to its employees and subcontractors. Contractor shall procure and maintain Worker's Compensation Insurance as stated in **Section 15**.

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

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

11.5. 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 13** running from each subcontractor directly to the Covered Entities.

12. Waiver

12.1. 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.

13. Indemnity and Contractor Responsibility

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

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

13.1.2. 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.

13.2. The indemnity in this **Section 13** 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.

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

13.4. 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.

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

14. The Agency Owned Data

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

15. Insurance

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

- a) Products Liability Insurance in the amount of one million (\$1,000,000) dollars (If the Contractor will be shipping to a receiving department at the Agency)
- b) General Liability Insurance in the amount not less than one million dollars (\$1,000,000) combined single limit each occurrence for bodily injury and property damage.
- c) Automobile Liability Insurance in the amount not less than a combined single limit of one million dollars (\$1,000,000) covering Contractor's owned, non-owned, leased or rented vehicles.
- e) Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and employer's liability insurance with limits of no less than one hundred thousand (\$100,000) dollars, as required by the laws of Tennessee. (Not required for companies with fewer than five (5) employees).
- f) Umbrella/Excess Liability shall be provided by contractor based on contract value amount. The Umbrella/Excess Liability insurance limits are as follows:
 - ▶ For contract amount under \$5,000,000: At least \$1,000,000 limit
 - ▶ For contract amount from \$5,000,000 to \$25,000,000: At least \$5,000,000 limit
 - ▶ For contract amount from over \$25,000,000 to \$50,000,000: At least \$10,000,000 limit
 - ▶ For contract amount over \$50,000,000: At least \$10,000,000 limit

15.2. 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.

15.3. 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.

15.4. Prior to commencement of providing 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.

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

15.6. 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.

15.7. 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.

15.8. 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.

15.9. 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 providing Services.

16. Employment and Nondiscrimination

16.1. 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.

16.2. 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.

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

17. Ethical Standards

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

17.2. 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.

17.3. Breach of the provisions of this **Section 17** is, in addition to a Default of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the Agency contracts.

18. Assignment-Consent Required

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

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

19. Remedies

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

19.2. In the event of breach or Default of the Contract by either party, in addition to any other remedies set forth herein, the breaching party shall be liable to the other party for direct damages arising from the breach or Default thereof, including the costs and reasonable attorneys' fees for the enforcement thereof.

Except where otherwise expressly stated, the remedies set forth in this Contract shall be cumulative, and no one remedy shall be deemed to be exclusive of any other or of any other remedy in law or equity, and the failure or delay of the non-breaching party to exercise a remedy at any time shall not operate as a waiver of the right to exercise a remedy for the same or subsequent breach or Default at any time thereafter.

20. Governing Law and Venue

20.1. 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.

20.2. 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.

21. Entire Agreement

21.1. 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.

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

22. Compliance with Federal Regulations

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

23. Export

23.1. 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 Canada or the United States without first complying with all the requirements of the International Traffic in Arms Regulations and the Export Administration Act, including the requirement for obtaining an export license, if applicable. Contractor shall fully indemnify the Agency for any breach of this representation.

24. Force Majeure

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

25. Severability

25.1. 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.

26. Notices

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

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

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

27. Counterparts

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

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

NASHVILLE MTA

[CONTRACTOR]

Stephen G. Bland, Chief Executive Officer

Authorized Signatory

Date

Name

Title

Date

Exhibit A to Contract
Federal Transit Administration Clauses

1. Access to Records and Reports

- 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 contractors' access to the sites of performance under this contract as reasonably may be required.

2. Americans with Disabilities Act (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

3. 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 aged 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 any 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.

4. **Clean Air Act and Federal Water Pollution Control Act**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

5. Conformance with ITS National Architecture

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

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. Disadvantaged Business Enterprise (DBE)

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor

shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of the Agency and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

8. 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.

9. Energy Conservation

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

10. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

11. 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.

12. Federal Tax Liability and Recent Felony Convictions

- i. The contractor certifies that it:
 - a. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - b. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
 - c. If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

- (2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any sub agreement.

13. 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, Agencies, 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.
- d) 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]:
- e) 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.

14. 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.

15. 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.

16. 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 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.

17. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - 1) Procure or obtain;
 - 2) Extend or renew a contract to procure or obtain; or
 - 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company,

or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- a) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- b) See Public Law 115-232, section 889 for additional information.
- c) See also § 200.471.

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

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

19. Prompt Payment

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

20. Restrictions on Lobbying

Conditions on use of funds.

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.
- (e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Certification and disclosure.

- (a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
 - 1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - 2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
- (b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
 - 1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - 2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the

information contained in any disclosure form previously filed by such person under paragraphs or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- 1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- 2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- 1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- 2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- 3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- 4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989, effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days. No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

21. 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 Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

22. Simplified Acquisition Threshold

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

23. 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 affected 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 Convenience (Professional Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

24. Trafficking in Persons

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

25. 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.

Exhibit B to Contract

Tennessee State Contract Clauses

Conflicts of Interest.

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

Lobbying.

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

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

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

Nondiscrimination.

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

Public Accountability.

If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a

system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

Public Notice.

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

Records.

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

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

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

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

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

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

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

Environmental Tobacco Smoke.

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

Debarment and Suspension.

The Grantee certifies, to the best of its knowledge and believe, that the Selected Offeror:

- a. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. has not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. has not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee will provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, the Selected Offeror is excluded or disqualified, or presently falls under any of the prohibitions of sections a-d.

Exhibits To Be Added to Final Contract for Execution

**Exhibit C
Contractor's Accepted Price Proposal**