



RFP 2024147
***EAM Software Acquisition and Implementation
Services***

Date Issued: June 19, 2024

Proposal Due: August 8, 2024

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

REQUEST FOR PROPOSALS

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

**PROPOSALS MUST BE RECEIVED
PRIOR TO 1 PM
Thursday, August 8, 2024
PROPOSAL NUMBER
2024147**

INSTRUCTIONS:

1. SUBMIT (1) Electronic copy of the Proposal and Signed Required Forms, (1) Excel Cost Form Workbook, and (1) Excel Attachment 1.
2. RETURN THE REQUEST FOR ADDENDA TO RECEIVE ANY ADDENDA.
3. ALL PROPOSALS ARE TO BE IDENTIFIED WITH RFP#, RFP NAME, AND SUBMITTED VIA TEAMS UPLOAD LINK.
4. DURING THE RFP PROCESS ALL COMMUNICATION **MUST** BE DIRECTED TO THE PROCUREMENT DEPARTMENT.

The Nashville Metropolitan Transit Authority (Nashville MTA) (hereafter may be referred to as “Agency,” “Authority,” “Nashville MTA,” “MTA,” or “WeGo”) is soliciting proposals from firms qualified to provide EAM Software Acquisition and Implementation Services. 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

SUBMISSION DEADLINE

Proposals will be accepted via the Microsoft Teams upload link until **1:00 PM Time CT, Thursday, August 8, 2024**. Proposals received after this date and time will not be accepted. Request the Microsoft Teams upload link from Matt Taylor at Matthew.Taylor@nashville.gov.

QUESTIONS/CLARIFICATION DEADLINE

All questions, requests for clarification, and other inquiries related to this RFP must be received by Matt Taylor, Procurement Project Administrator, no later than **1:00 PM Time CT, Thursday, July 11, 2024**, via e-mail at Matthew.Taylor@nashville.gov.

PRE-PROPOSAL MEETING

A pre-proposal meeting will be held on **Friday, June 28, 2024, 12:30 PM Time CT** via WebEx (see link below). RSVP to: matthew.taylor@nashville.gov by **1:00 PM CT, Thursday, June 27, 2024**.

Pre-Proposal WebEx Meeting link:

<https://nashville.webex.com/nashville/j.php?MTID=mb871ff8520173912ab4a35abc015cdb6>

While attendance is not mandatory, proposers are encouraged to attend and participate. The purpose of the pre-bid meeting is to address the solicitation requirements and the procurement process.

Assistance for disabled, blind, or hearing-impaired persons who wish to attend is available with prior arrangement by contacting Matthew.Taylor@nashville.gov.

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

ADDENDA REQUEST

Proposers are not to contact other Nashville MTA 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 requesting the same or the form below to Matthew.Taylor@nashville.gov by **1:00 PM Time CT, Thursday, July 11, 2024**.

The subject matter heading of the email must read: RFP 2024147 – EAM Software Acquisition and Implementation Services – 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. MTA take no responsibility for addenda transmissions that may not be received by the requesting entity.

I HAVE READ AND UNDERSTOOD THIS REQUEST FOR PROPOSALS 2024147 and do herein request copies or notices of addenda. The information requested below must be received no later than 1:00 PM Time CT, Thursday, July 11, 2024 , via e-mail at Matthew.Taylor@nashville.gov .	
Company Name	Phone Number
Address	
Point of Contact	Email:

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I. INTRODUCTION

1.1 GENERAL

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 local and express routes, to citizens and visitors within the Metropolitan Nashville area and is a component unit of the Metropolitan Government of Nashville & Davidson County. 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 Regional Transportation Authority of Middle Tennessee was created by State of Tennessee statute in 1988 and serves as the agency of record for the Star Commuter Rail and also provides seven (7) Regional Express Bus Routes to several Middle Tennessee communities. The Davidson Transit Organization (DTO) is the not-for-profit employer of staff for Nashville MTA and RTA. DTO has approximately 750 employees. DTO, Nashville MTA, and RTA do business as the single branded entity WeGo Public Transit. For additional information, please see: <https://www.wegotransit.com/>.

Thousands of riders travel to downtown Nashville everyday using commuter rail, bus and van services operated by the Agencies, which account for more than 850,000 passenger trips a month in and around Davidson County. The result of the Agencies' success brings with it new challenges and responsibilities.

One of the greatest challenges is to effectively manage the Agencies' transportation assets. The current Ron Turley and Associates system utilized to manage the Agencies' fleet assets is an older version of the software which does not fully support WeGo's growing and evolving business requirements and is approaching functional end-of-life. In response to the challenges with the existing asset management system, WeGo engaged eVision Partners in 2023 to assess the current asset management systems environment and recommend a path forward for modernizing the Agencies' asset management systems. One recommendation of that study was to procure and implement a next generation enterprise asset management (EAM) system.

1.2 OVERVIEW

The objective of this Request for Proposals (RFP) is to procure and implement a SaaS/Cloud enterprise asset management (EAM) software solution to support the managing and tracking of all transportation assets owned, operated and/or maintained by WeGo. Functionality required in the new EAM system includes managing a comprehensive registry of WeGo assets; managing/tracking asset condition assessments; work planning and management; warranty management; materials management; asset planning and budgeting; various modeling and analytics capabilities; and comprehensive management reporting capability. The new EAM is intended to support rolling stock/fleet assets and facilities assets for Nashville MTA and RTA.

WeGo is seeking to select a systems integrator with the capability to deliver a full end-to-end EAM solution set and associated systems integration services. This includes the core EAM software, any anticipated third-party software solutions needed to meet WeGo's requirements as outlined in Attachment 1 – EAM System

Requirements Matrix, hereby referred to as Attachment 1, that will integrate with the core software, and the implementation team to successfully configure, design, test, train, deploy and provide application managed services for the proposed solution set.

The selected systems integrator will assume single point of responsibility for all contracted services requested under this RFP. As a result, the prime proposer/systems integrator shall be able to secure and offer all necessary services to be able to sell/resell proposed software, implement an integrated solution, provide managed services, and provide any other services as called for.

The Agency intends to award an indefinite quantity contract to the successful proposer(s) who shall provide EAM Software Acquisition and Implementation Services. Please refer to Section IV of this RFP for an expanded description of the scope. The contract(s) and/or purchase order(s) resulting from this RFP shall be for a term of five (5) years following the Notice to Proceed, with WeGo options for five (5) additional one-year options for a total contract duration of ten (10) years. The Agency envisions awarding multiple contracts (as appropriate) from this RFP based on the composition of the selected firm's proposal including:

- Systems integration contract with the selected prime proposer for implementation services to implement the EAM software solution and any proposed third party software needed to meet WeGo requirements; and
- Software as a Service (SaaS) subscription agreements and software licensing and maintenance agreements with one or more EAM software a solution provider(s) and any third party software solution providers proposed by the selected prime proposer.

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.

1.3 SOLICITATION SCHEDULE

The following estimated timeline should be used as a working guide for planning purposes. The Agency reserves the right to adjust the schedule as required during the course of the solicitation process 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/> under RFP 2024147 EAM Software Acquisition and Implementation Services.

Pre-Proposal Meeting (via WebEx)	Friday, June 28, 2024, 12:30 PM Time CT
Addenda Request Submittal Deadline	Thursday, July 11, 2024, 1:00 PM Time CT
Question/Clarification Submittal Deadline	Thursday, July 11, 2024, 1:00 PM Time CT
Proposal Submission Deadline	Thursday, August 8, 2024, 1:00 PM Time CT
Demonstrations/Interviews	TBD September – October 2024

All questions regarding this solicitation must be submitted via email to PPA, Matthew.Taylor@nashville.gov. The answers to the questions will be posted as an addendum on the Agency website: <https://www.wegotransit.com/doing-business/current-opportunities/> under RFP 2024147 EAM Software Acquisition and Implementation Services.

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

1.5 EVALUATION OF PROPOSALS

An Evaluation Committee and/or the Procurement Department will examine proposal responses to eliminate those which are determined non-responsive to the stated requirements. The Evaluation Committee will then evaluate proposal responses according to phase 1 evaluation criteria 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 demos/interviews, request a presentation, or request revised submissions.

Should the Evaluation Committee determine to conduct demos/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 demos/interviews. After the demonstrations, the evaluation committee will score the demonstrations plus rescore proposals according to the evaluation criteria in Phase 1. The Agency reserves the right to request a best and final from all finalists, which will be evaluate by the cost criteria. At the conclusion of the demo/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.

Phase 1

- Fit of Proposed EAM Software Solution with WeGo's Requirements (25 points)
- Project Approach/Work Methodology (20 points)
- Proposing Team Qualifications and Experience (15 points)
- Project Team/Key Personnel (15 points)
- Cost (15 points)

Phase 2

- Quality and Completeness of Software Demonstration/Interview (10 points)

Proposers are directed to Section IV, B. Evaluation Criteria and C. Proposal Submission Requirements, 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 established a **7%** specific goal for Disadvantaged Business Enterprise (DBE) participation for this solicitation. 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 Matthew.Taylor@nashville.gov a written request for an interpretation or correction, no later than **1:00 PM Time CT, Thursday, July 11, 2024. 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 (1) electronic copy of the Proposal and Signed Required Forms, one (1) electronic copy Excel version of the Cost Form Workbook, and one (1) electronic copy Excel version of Attachment 1** via Microsoft Teams upload link by requesting the link from Matt Taylor at Matthew.Taylor@nashville.gov. **The due date for submissions is 1:00 PM Time CT, Thursday, August 8, 2024.**

The proposer should request the Microsoft Teams upload link by **1:00 PM Time CT, Thursday, August 1, 2024.**

The submission package must be clearly marked with “**RFP 2024147 – EAM Software Acquisition and Implementation Services.**” A Procurement Department staff member will log all proposals with the date and time of receipt. Proposal submissions received after the due date and time will not be reviewed or considered.

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 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 the delivery of the proposal on time. Nashville MTA has no responsibility for proposals that are not received on time.

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

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

Proposals must indicate that the entity is prepared to enter into a contract and/or purchase order with the Agency 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 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 is established as **7%**. In order for the submission to be responsive, the proposer must either meet the goal or make good faith efforts to do so. Good faith efforts are defined in Appendix A to 49 CFR Part 26 and discussed in the following section.

If a proposer’s 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://wegostransit.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

A.1. Project Background

The Nashville Metropolitan Transit Authority, going to market as WeGo, is the operating transit agency for Metropolitan Nashville and Davidson County. WeGo operates 167 fixed route buses and 84 paratransit buses (body-on-chassis vehicles and vans) within Davidson County. The fixed route vehicle fleet is comprised of a combination of 40' Gillig Low Floor buses, 60' NABIs, and 60' New Flyers, with smaller sub fleets of MCI coaches and Proterra all-electric buses.

Major facilities operated by WeGo include:

- 1) 130 Nestor Street, the main bus garage and operations/maintenance offices from which all revenue vehicles are dispatched;
- 2) 430 Myatt Drive, Administrative headquarters, and limited heavy vehicle maintenance;
- 3) WeGo Central, a multi-level, 24- bay transit center and parking garage at 400 Martin Luther King Jr. Blvd;
- 4) North Nashville Transit Center (opening Spring/Summer 2024); and
- 5) Hillsboro Transit Center, a three-bay transit center with customer waiting area.

Additionally, WeGo has 1,617 bus stops, including 250 shelters. WeGo also administers seven commuter rail stations on behalf of its sister agency, the Regional Transit Authority of Middle Tennessee (RTA). The Regional Transit Authority owns the rail stations and the commuter rail rolling stock (4 locomotives and 10 rail cars) that are maintained through a contracted service provider. The Regional Transit Authority does not own or maintain rail tracks or signal systems. Regional Transit Authority runs a van pool service through VanStar operating 5 vans with an additional 11 vans available for expansion of services. Commuter bus service is operated on behalf of the RTA by Gray Line of Middle Tennessee using 10 WeGo owned MCI's and a small fleet of Gray Line owned vehicles of similar characteristics, supported by two commuter bus park and ride lots with RTA capital responsibilities.

WeGo currently utilizes Ron Turley and Associates software to track maintenance for both the WeGo bus fleet and the Regional Transit Authority rail fleet. WeGo is in the process of implementing Oracle Primavera Unifier Facilities and Asset Management to support WeGo's facilities management activities.

In total, there are approximately 33 software products or tools currently in use at WeGo. Due to the lack of system integration, isolated systems and the high number of Microsoft documents, there is a large volume of duplicated data entry and an unknown number of staff hours spent to review and reconcile across these various systems and documents. WeGo's current environment supports a manual and labor-intensive process to share data across departments and systems. Essentially there is no integration between the major systems at WeGo. In comparison, the best practice is to capture information once in the system of record as close to the source as possible and then to pass this information via integrations to other systems which require it. The designated system of record manages and owns the specified data elements, and all data changes need to be initiated in this system of record. Integration is set up to share the data from the system of record to the consuming systems. In this way, the department is able to more easily manage data and support downstream systems to use that data to support their scope and user base.

WeGo recognizes that their fleet vehicles and equipment maintenance systems and processes have challenges that inhibit their ability to manage their assets in a manner that is in line with known best practices, supports the needs of the agency and scales to align with the growth anticipated in the Nashville service area. In response to these concerns, WeGo engaged eVision Partners to assess the limitations in the functionality of the current Enterprise Asset Management (EAM) software and the lack of integration between the agency's asset management systems and other management systems such as the financial system.

As part of this effort, eVision Partners worked closely with WeGo staff to assess and document the state of current business practices and identify business improvement opportunities in the Enterprise Asset Management (EAM) and Supply Chain Management business areas. Based on the team's analysis, gaps were identified in the current systems in terms of the ability to meet WeGo business requirements. In addition, the current EAM system does not allow WeGo to implement industry best practices, nor does it provide the flexibility to easily expand to address WeGo's future needs.

A.2. Scope of EAM Functionality

WeGo is seeking a SaaS/Cloud-based EAM solution which provides the core functionality described below. Attachment 1, to be completed by the proposer as part of their proposal submission, further delineates the overview information in this subsection and provides a more detailed set of requirements for the functionality expected in the new EAM solution.

Attachment 1 contains a column grouping each requirement into the following classifications reflecting the priority of the requirement:

- **Priority 1 - Essential** – Replacing functionality located in an existing system that is a required business process or is identified by the Agency as an essential need;
- **Priority 2 - Important** – Functionality that WeGo is committed to leveraging in the future; and
- **Priority 3 - Desirable** – Functionality that WeGo would like to leverage if possible in the future.

“Essential” requirements shall be configured and implemented as part of the designated phase as identified in Attachment 1 (Phase 1 or Phase 2). “Important” requirements that are met by the Proposer's proposed solution that do not require customizations, third party tools, or modifications to base code shall also be implemented as part of the designated phase of work. “Important” requirements requiring customizations, third party tools, or modifications to base code will be implemented at WeGo's option, but the effort and cost associated with these requirements shall be included in the Proposer's proposal. Requirements designated as “Desirable” will be implemented in their designated phase if the requirement can be achieved with “out-of-the-box with configuration”.

Requirements defined as “Essential” and “Important” include all functionality currently provided in the Ron Turley and Associates system, as well as high priority functional enhancements such as consistent asset hierarchies, warranty management, enhanced supply chain management functionality and other requirements needed to support basic asset maintenance and serve as pre-requisites for deploying more advanced EAM functionality. Requirements defined as “Desirable” include the remaining functionality required to support full realization of Enterprise Asset Management best practice and standards compliance. These requirements include the capability to support modeling and analytics; optimization; risk management; performance management and enhanced investment planning and prioritization.

A brief overview of the major capabilities being requested by WeGo in the new EAM system is provided below.

Asset Registry

The EAM solution shall perform as the system of record for all WeGo transportation assets including commuter rail vehicle, bus, paratransit, non-revenue vehicle, facilities and other asset classes and types such as software and technology. The system shall contain a comprehensive asset description, classification, criticality, and reference information. The EAM solution shall support organizing assets into a WeGo defined multi-level parent-child hierarchy, showing the relationship(s) between assets and the current configuration of the parent asset.

Asset Condition Assessment

The EAM shall support WeGo-defined asset condition measures and rating scales and support the regular monitoring and rating of the condition of each asset based on condition measures and rating scales. The system shall maintain condition history and report changes in condition and condition trends. It shall allow consolidation of condition ratings into various asset groupings, including asset type and class/sub-class. In addition, the EAM solution shall provide support for capital planning project prioritization based on asset condition, criticality, performance, etc.

Fleet Management

The EAM solution shall include supporting entry, tracking, and management of all types of fleet and equipment units in a single enterprise inventory including, but not limited to, rail vehicles; buses; on-demand / paratransit / van pool passenger vehicles; light duty trucks; maintenance equipment; specialty tools and equipment; and other fleet classes/types. The EAM shall support tracking assets which are owned by WeGo and maintained by third parties and assets owned by others for which WeGo may perform maintenance activities. The EAM shall support short-term and long-term maintenance planning, including scheduling work orders, projecting resource requirements (labor, material, etc.), and highlighting labor, parts, or capacity shortages or excesses. In addition, the system shall be fully integrated with inventory management and must support tire tracking.

Facilities Management

The EAM solution shall support entry and management of all WeGo facilities, including functionality that meets the minimum requirements for overseeing the general overall maintenance of the buildings and other facilities. The EAM solution shall provide the ability to track building maintenance for mechanical, electrical, plumbing renovations, etc., as well as any preventive maintenance within each facility. EAM shall support short-term and long-term maintenance planning, including planning work orders, projecting resource requirements (labor, material, etc.), and highlighting labor, parts, or capacity shortages or excesses.

Work Planning & Management

The EAM solution shall record, classify, monitor, and report asset defects, problems, incidents, and work requests from multiple sources, including interfaces with asset-fault monitoring/diagnostic systems. The EAM shall track the status of a work request from identification to resolution with appropriate links to work orders and other information and provide feedback to the source of the work request. The EAM shall also support initiating work requests from within the EAM and using handheld/mobile devices.

Likewise, the EAM solution shall provide a work planning and management solution that will support the planning, scheduling, management and tracking of various maintenance management activities performed by WeGo on the range of asset classes (rolling stock, equipment, facilities, etc.) owned and/or maintained by WeGo.

Warranty Management

The EAM solution shall identify asset, component, and parts warranties. The system shall define warranty terms and conditions, and vendor or contractor responsibility for warranty service. The EAM shall highlight work under warranty, identify and file warranty claims, and track warranty service and reimbursements.

Materials Management

WeGo is seeking an end-to-end materials management solution for materials acquired to support WeGo fleet and facilities maintenance operations. The EAM shall define, catalog, and classify maintenance parts, components, and related material; maintain reference data for inventory management; support definition of bill of materials (BOM) and identify item storage locations and maintain perpetual balances of each item at each location. The system shall accurately track the movement of material in and out of storage through inventory transactions for issues, returns, receipts, and transfers between storage locations. In addition, the EAM shall track the usage of material to individual assets.

Planning and Budgeting

The EAM shall provide support for capital planning project development based on asset condition, criticality, performance, or other criteria. The EAM shall identify, plan for, and identify funding needs and sources and work in conjunction with other tools, such as TERM-Lite, to meet FTA requirements for identifying and managing a condition-based capital backlog of projects, and to prioritize and assemble the projects into a capital plan.

Modeling and Analytics

The EAM solution shall capture asset-related costs throughout the entire life cycle of an asset from conception and design through disposal. EAM shall allocate costs to individual assets and aggregate costs for various asset groupings, including models, types, classes, and subclasses. EAM shall provide for use of deterioration models, alternatives identification, level-of-service criteria, user cost estimation, maintenance cost minimization, and multi-period optimization.

Management Reporting

The EAM solution shall provide a range of standard pre-defined reports that are available within the Proposer's proposed EAM software solution. EAM shall also incorporate an ad-hoc query capability within the EAM solution support integration with a WeGo data warehouse environment and with third-party business intelligence tools. The EAM shall maintain an active metadata repository that contains definitions of all data elements and attributes within the EAM solution (maintaining both product metadata and user configured changes).

Integration

Identifies the interfaces desired by WeGo. This list of interfaces aligns to Exhibit 1 – WeGo EAM To-Be Integration Model.

Application Architecture

Application architecture requirements are requirements for general system features and functions that are expected across all functions within the EAM solution.

Technical Architecture

Technical architecture includes requirements, which outline technical specifications for the EAM application including enterprise application integration, data integration, Extract, Transform and Load (ETL) tools, system

management tools, database management system support, system reliability, system performance, business continuity, and supportability.

A.3. Systems Implementation Services

This subsection outlines the required systems implementation services to support deployment of the proposed EAM solution for WeGo. In deploying the EAM solution at WeGo, the Proposer is encouraged to provide accelerators or other ways to jump-start and complete the implementation – for example by providing a preconfigured version of its EAM solution based on best practices or a prior transit implementation as the starting point for configuration efforts. WeGo prefers configuration and development activities to be performed following an iterative or Agile methodology. System functions should be configured and provided to users to initially test in logical sprints or waves of functionality. The completed system shall then be subject to a single system test, integration test and WeGo-led user acceptance test per deployment phase prior to deploying the system functionality for that phase into a production status.

The Proposer shall perform the systems implementation activities outlined below and provide the deliverables identified. WeGo recognizes that Proposers will utilize different system lifecycle methodologies with various nomenclatures for phase/tasks/activities. Proposers may utilize their own methodologies and nomenclatures but should map their unique phases/task/activity definitions to the task areas outlined below to ensure and demonstrate to WeGo that all requested deliverables will be provided as part of the implementation services.

WeGo envisions implementing the EAM solution in two phases. Phase 1 will focus on fleet management and materials management to support the decommissioning of the current Ron Turley and Associates system. Materials management includes the warehouse and parts management for bus shelters and stops with Esri used to manage the bus shelters and stops assets, work orders, etc. Phase 2 will focus on facilities management including migration to the new EAM solution from the Oracle Primavera Unifier Facilities and Asset Management module and the implementation of planning and budgeting functionality.

It is anticipated that each task area will occur for each planned implementation phase (Phase 1, Phase2 and any other future phases requested by WeGo).

Task 1: Project Initiation and Planning

This task area includes the initiation of the project, preparation of the project work plan and preparation of the project management plan and various other management plans which guide project activities and the conduct of a project kick-off meeting.

Required Activities:

- Conduct a project kick-off meeting at the start of Phase 1 to review with WeGo stakeholders the scope and schedule for Phase 1 and the contributions which will be required from WeGo stakeholders and the timing of these activities/contributions. Conduct similar kick-offs at the start of Phase 2 and any additional phases;
- Prepare a detailed project work plan covering each project phase which outlines the tasks/activities to complete system design and to implement EAM functionality. The work plan shall be developed at the start of the project and updated as required for each project phase. The project work plan shall document the timeline of each project task/activity, the sequencing of tasks/activities and the dependency between these activities.

- Prepare a project management plan which outlines the project management processes to be implemented and utilized during the entire project (Phase 1 and subsequent phases) and define the tools and methods used to create and manage the project logs for risk, issues, actions, decisions, etc.
- The project management plan shall be updated as required at the start of each project phase;
- Prepare and execute management plans which guide the project activities during the project. Prepare the plan at the start of Phase 1 and then revise during Phase 2 and any additional phases as required based on the results of Phase 1.

Required Deliverables:

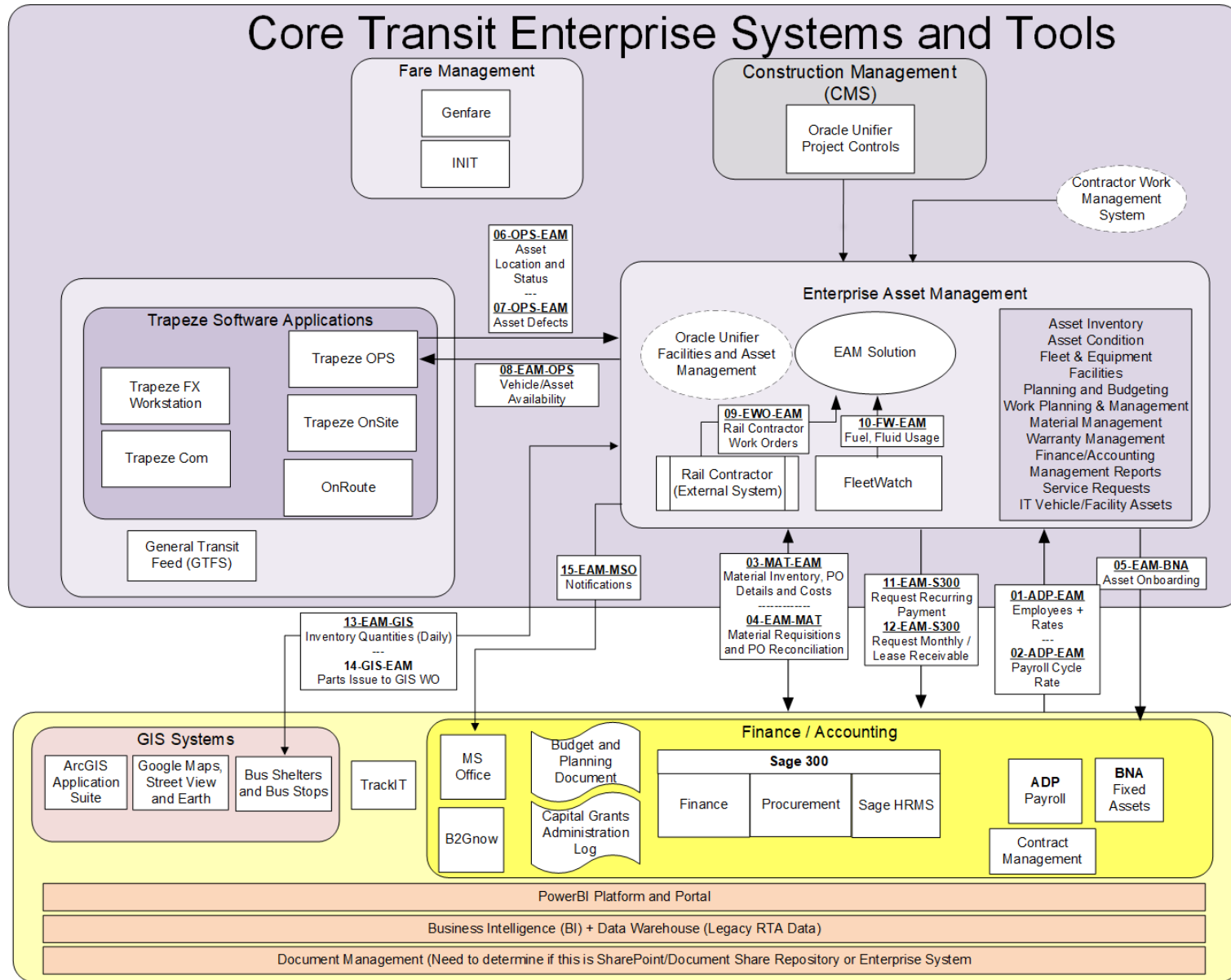
- Project Work Plan;
- Project Kick-off Meeting;
- Project Management Plan;
- Quality Management Plan;
- Knowledge Transfer Plan;
- Stakeholder Engagement Plan;
- Master Test Plan / Phase 2 Regression Test Plan (and any other future phases);
- Data Conversion Plan;
- Interface Plan;
- Training Plan;
- Go-Live Deployment Plan; and
- Post Go-Live Plan.

Task 2: Solution Design and Configuration

This task area includes providing initial training to WeGo core team members on the functionality of the Proposer’s proposed EAM software solution, installing and setting up the EAM software solution to support development activities, configuring the proposed EAM software solution to meet WeGo requirements as outlined in Attachment 1 and support the approved integration specifications and validating through conference room pilot sessions with WeGo stakeholders, identifying any required custom development activities and documenting the overall proposed system design.

The integration of the EAM with business critical systems is a fundamental requirement of the project. A drafted To-Be integration model and integration table are provided to facilitate proposers understanding and estimation.

Exhibit 1 – WeGo EAM To-Be Integration Model



Integration Id	Integration Short Name	Integration Description
IN01	ADP-EAM	Provide active employees with costed hourly rates to EAM. Notification of employee status change to support off-boarding and removal of system privileges and access. Provide required tax information on vehicles assigned to specific individuals
IN02	ADP-EAM	ADP-EAM: ADP to provide (bi-weekly) payroll cycle costs and payroll cycle hours by employee. Cost will include all regular pay plus overtime and holiday costs. Use the employees payroll cycle cost divided by payroll cycle hours to calculate an employee effective rate and apply to the pay cycle work orders that were active during the payroll cycle
IN03	MAT-EAM	Sage 300 Procurement provides PO with line item details and costs to EAM for parts purchase requests.
IN04	EAM-MAT	EAM will requisition materials/parts (automated re-order, non-stock items, out of stock) sending request to Sage Procurement. Upon receipt of materials using the EAM, EAM will provide status (complete, open, dispute, etc.) by PO and PO Detail line item with quantities outstanding to Sage 300 Procurement.
IN05	EAM-BNA	As new assets are added to the EAM, the EAM system must support exporting the assets using industry standard formats (CSV, XML, etc.) to be reviewed/imported to the fixed asset register in the BNA application. The export process in EAM will support exporting all assets that changed (added, updated, retired) after the date specified. The full asset record and data fields will be included, that at least provide the EAM Asset ID, serial/vin number, asset description, make, model, year, asset category, purchase cost, and useful life. Additionally, this interface will support on-boarding of new asset data or updating of current asset records electronically through an interface file from a contractor/provider during the facility/asset turn-over process.
IN06	OPS-EAM	Integrate Trapeze OPS to display/provide the EAM solution the vehicle/fleet asset status and storage location
IN07	OPS-EAM	Trapeze Ops notifies EAM of asset defects reported and generate a work request in EAM
IN08	EAM-OPS	EAM to provide vehicle/fleet asset status changes based on scheduled and active work orders
IN09	EWO-EAM	Export/Import work order history for Rail from contractor (external work orders, EWO)
IN10	FW-EAM	Integrate with FleetWatch, the materials management function within EAM and the Sage accounts payable and purchasing functions to manage the internal fuel distribution function. Fleet Watch to provide consumable usage (fuel, oil, fluids) and meter reading by equipment id to EAM
IN11	EAM-S300	Integrate with SAGE accounts payable function to automatically generate a payment request for monthly or other recurring payments for WeGo leased facilities, systems, components or equipment
IN12	EAM-S300	Integrate with SAGE accounts receivable function to generate an accounts receivable invoice for a lease or other payments due from vendors to WeGo
IN13	EAM-GIS	Integrate inventory availability to apply material usage and costs to bus stop work order system in ArcGIS
IN14	GIS-EAM	Send part issues from Bus Shelters/Stops GIS Work Order to EAM to adjust the inventory balance
IN15	Notification	Integrate EAM with WeGo specific standard email systems for workflow, PM and other system notifications.

FUTURE INTERFACES – NOT INCLUDED ON INTEGRATION MODEL

Integration Id	Integration Short Name	Integration Description
IN16	S300-EAM	Valid account codes and budget allocations (grants, budgets) to EAM to align work to the appropriate budget, feed planning and budgeting capabilities in EAM. The interface must support the operating budget (delineated by fleet or facilities maintenance or other business unit) structure for roll-up capability
IN17	CMS-EAM	Future need to have assets from construction be directly interfaced electronically to EAM. Will be a manual process to review the design and blueprint/plan documents until CMS would need to develop the capability to capture the asset and attribute data electronically. Then the interface can be developed and is out of scope for the EAM procurement
IN18	EAMS-S300	Integrate with the WeGo Sage300 financial system to support chargeback for motor pool use to various WeGo departments
IN19	EAM-ACC	Interface with insurance carrier/risk management to automatically report the estimated repair costs associated with accidents
IN20	EAM-DECSUP	Interface with decision support tools to provide information for advanced scenario analysis, including cross-asset trade off and "what if" analysis
IN21	EAM-BLD	Integrate EAM with a Building Systems Integration: Provide the capability to integrate with building or equipment monitoring systems for asset condition and repair information

Required Activities:

- Provide hands-on start-up training on all elements of the Proposer’s EAM software solution (including third-party software components) for the WeGo core team members who will be assigned to the project to allow them to become familiar with the software and contribute to other project activities. Proposer shall assume training will be provided to up to 15 WeGo and WeGo consultant team members;
- Collaborate with WeGo to develop a proposed asset hierarchy optimized to the selected EAM solution;
- Facilitate and support business process re-engineering of WeGo EAM business processes to take advantage of the capabilities of the selected EAM software solution (package driven re-engineering);
- Acquire and install Proposer’s proposed EAM solution in a Proposer provided SaaS environment. The Proposer shall support several environments (including at a minimum, development/unit test, system test, production) as required during development and implementation to allow for concurrent activities and a controlled migration to production. The SaaS environment must at a minimum support system design, configuration, all phases of testing, data migration, end-user training, production patch/quality assurance and production operations;
- Configure Proposer’s proposed EAM solution by the phase delineated in Attachment 1 to support the requirements in the Attachment 1. Requirements classified as “Essential” shall be configured and implemented as part of the designated phase as identified in Attachment 1 (Phase 1 and Phase 2). “Important” requirements that are met by the Proposer’s proposed solution that do not require customizations, third party tools, or modifications to base code shall also be implemented as part of the

designated phase of work. “Important” requirements requiring customizations, third party tools, or modifications to base code will be implemented at WeGo’s option, but the effort and cost associated with these requirements shall be included in the Proposer’s proposal. Requirements designated as “Desirable” will be implemented in their designated phase if the requirement can be achieved “out-of-the-box with configuration”, except in the case of integration requirements where the effort and cost associated with custom development efforts for these requirements shall be included in Proposer’s proposal and will be implemented at WeGo’s option;

- Configure Proposer’s mobile solution to support asset management, work management, and materials management functionality;
- Perform a fit analysis of the Proposer’s proposed EAM solution to meet WeGo’s business requirements using the Proposer’s response to the EAM System Requirements Matrix in Attachment 1 from the Proposer’s proposal as the starting point. Highlight any “Essential” or “Important” requirements not met by the Proposer’s EAM solution (potential gaps);
- Identify alternative solutions for any potential software or process gaps and provide a recommended solution to WeGo for approval. Business process re-engineering is the preferred solution where feasible. Development of a custom extension or bolt-on is the least preferred solution. Implementation of additional software modules, development of any customizations or any alternatives involving additional cost will require approval of the WeGo EAM Steering Committee and, depending on the magnitude of the item, the approval of the WeGo executive management may also be required. The Proposer shall meet all “Essential” requirements and shall include within its proposal the required effort to do so (third-party solutions, customizations, etc.).
- Prepare and obtain WeGo approval for a Security Plan as specified in the Scope of Work section A.4. “Other Project Deliverables and Specifications”
- Prepare an overall system blueprint in the form of a System Detailed Design Document (SDDD) as specified in the Scope of Work section A.4. “Other Project Deliverables and Specifications”. The SDDD shall provide an overall vision of the system components and functionality, depict data flow between the defined required integrations with other WeGo and third-party systems and document the required technical environment for implementing the proposed EAM solution;

Required Deliverables:

- System Detailed Design Document;
- Security Plan;
- Requirements Traceability Matrix documenting how each requirement in Attachment 1 is being met by the Proposer; and
- Configured EAM Software to support the requirements outlined in Attachment 1.

Task 3: Solution Development and Testing

This task area includes functional design, technical design, development, and unit testing of any required custom components including interfaces, data migrations, reports, and custom objects. Likewise, this task area includes planning and conducting at least two mock data conversions. It also includes planning and execution of required testing regimens as outlined in the Scope of Work including system testing, integration

testing, security testing, performance testing, user acceptance testing and regression testing (for Phase 2 and subsequent phases).

Required Activities:

- Prepare functional designs, technical designs and interface specifications, and develop and document all required custom development objects including forms, reports, interfaces, conversions, enhancements, and custom workflows (FRICEW). Functional and technical designs shall also include a logical and physical data model with schema drawings;
- Plan and execute unit and system testing including required software corrections in which the capabilities of specific system functions (software configuration and FRICEW objects) are tested together to ensure the system supports the specific business function;
- Facilitate WeGo staff in testing system functions or parts of system functions as they are completed through iterative sprints or waves, including the sharing of test scenarios and scripts tailored to the WeGo design. The purpose of this testing is to verify that the individual function (including FRICEW elements) work as designed;
- Plan and execute system testing, making necessary software corrections to properly support expected business functions within the EAM solution;
- Plan and execute integration test including required software corrections in which the integration of two or more business processes supported by EAM and/or the integration between EAM and other WeGo or third-party systems is fully tested;
- Support execution of user acceptance test (WeGo to manage test planning and test execution) in which WeGo users will verify the system works as designed and is ready for migration to production status. The Proposer shall also be responsible for implementing any required software corrections to resolve issues identified during user acceptance testing with the EAM software solution or any custom objects designed and developed by the Proposer;
- Plan and execute security test, performance testing and regression testing (for Release 2, any other future releases, and any post Go-Live enhancements);
- Plan, design, develop, test, and execute data conversions prior to production cut-over. WeGo anticipates a minimum of two full mock data conversions per phase, one prior to integration test and one prior to user acceptance test;
- Prepare a regression test plan for use in testing any changes to the production system made in Release 2 or any other future releases or for any enhancements which are implemented post go live;

Required Deliverables:

- Unit Tested Interface Programs;
- Additional/Reserve Unit Test Interface Programs;
- Additional/Reserve Custom Reports;
- Unit Tested Conversion Programs;
- Mock Conversion 1;
- Mock Conversion 2;

- Unit Tested Custom Objects;
- System Test Report;
- Integration Test Report;
- Security Test Report;
- Performance Test Report; and
- User Acceptance Test Report

Task 4: Solution Deployment

This task area includes planning for and executing the transition of the EAM software solution to production. This includes the development of training materials, piloting of training courses, delivery of train-the-trainer training and support for WeGo’s delivery of end-user training. It also includes the technical activities necessary to transition the EAM software solution to production status.

Required Activities

- Develop implementation cut-over and contingency plans including determining the fallback position in the event production cut-over is halted for whatever reason;
- Prepare user training materials and system procedure manuals. User training materials shall be tailored to include WeGo specific business processes and data, detailing the end-to-end process with integration “hand-offs” included and not simply detailing the process within the EAM. System procedure manuals shall be specific to WeGo business process (as re-engineered during the project);
- Develop training courseware and training guides, including job aids, roles and responsibilities, common error identification and remediation, and other operational functions as required to support the project;
- Develop the training materials and course curriculum so as to support use of WeGo’s TrainCaster LMS (Learning Management Software) training platform to deliver training and maintain training materials;
- Deliver a pilot of end user training for each phase to prepare WeGo trainers and user acceptance testers. For planning purposes, Proposer may assume this training will be provided to 20 WeGo or consultant team members per phase;
- Deliver a train the trainer program that fully prepares the WeGo Trainers for end user training per phase;
- Support delivery by WeGo trainers of end user training to WeGo staff who will use the system through various delivery platforms (eLearning, classroom-based, etc.) as identified in the approved training plan. Proposer shall manage training environment for duration of training and for at least 90 days post Go-Live, including required refreshes of the training database. Proposer shall assume end user training will be required for approximately 100 WeGo staff and contractors across the two releases;
- Execute migration and cut-over to production status per the approved cut-over plan and in compliance with WeGo standards and procedures for promotion of systems to production;

Required Deliverables

- Training Materials;
- Training Course Pilot;

- End-User Training Support;
- Enterprise Readiness Plan; and
- Cut-Over to Production.

Task 5: Post Go-Live Support

This task area includes production support after system go live. This includes a higher-level of hypercare support for at least 60 days following go live and on-going production support as per the scope of work for the duration of the Contract.

Required Activities

- Provide production support by the Proposer’s original project team for at least 60 days following system implementation (go live) through Phase Acceptance for each phase. An ongoing level of off-site and on-site presence by the original project team members is expected during this 60-day period;
- Perform knowledge transfer to WeGo IT and/or WeGo business staff acting as system administrators throughout the duration of the project and the production support period per the approved knowledge transfer plan;

Required Deliverables

- Phase Acceptance

Task 6: Project Management and Organizational Change Management Phase (continuous throughout project lifecycle)

This task area includes project management activities throughout the lifecycle of the project, organizational change management advisory support and ongoing knowledge transfer support.

Required Activities

- Perform ongoing project management consistent with Project Management Institute (PMI) industry best practices to manage, monitor and track project work activities against the approved baseline scope, schedule, and budget; perform project status reporting; maintain project documentation; manage issues log and risk register; and manage contract items. Provide status reports at least bi-weekly and conduct bi-weekly status meetings with the WeGo Project Manager and key WeGo stakeholders;
- Provide product expertise and advisory support and guidance to WeGo led organizational change management and knowledge management activities; and
- Provide ongoing knowledge transfer to WeGo stakeholders.

Required Work Products

- Bi-weekly project status meetings;
- Bi-weekly project status reports;
- Risk register;
- Issues log;
- Action log;
- Decision log;

- Organizational change management advisory support; and
- Knowledge transfer activities per approved knowledge transfer plan and regular proactive monitoring of these knowledge transfer activities.

A.4. Other Project Deliverables and Specifications

Security Plan

The Proposer shall provide a security plan, which will be submitted to WeGo for review, comment and approval, within 90 days of NTP. The Proposer shall then update the security plan as required upon the initiation of a project phase. The security plan shall detail the policies, procedures, system capabilities, work steps and other actions to be implemented to meet the security requirements for the EAM solution as specified in Attachment 1 and WeGo security policies. The Proposer shall describe in detail the personnel, facility, transaction data, and communications security provisions that shall be utilized for the work performed under this RFP, including, but not limited to the following:

- EAM security and access control;
- On-boarding policy and procedures regarding background checks for Proposer employees and subcontractors;
- Off-boarding policy and procedures regarding access deactivation for Proposer employees and subcontractors;
- Off-boarding policy and procedures regarding access deactivation for WeGo employees, WeGo authorized consultants/contractors and other WeGo authorized external stakeholders;
- Facility access and surveillance for Proposer facilities involved in the performance of the work under this RFP and any subcontract facilities utilized in the performance of the work under this RFP;
- Facility secure zones access;
- Approach for integrating the proposed EAM solution with WeGo's Identity Management Systems (Active Directory/LDAP, etc.);
- EAM software control, including user ID and password protections and system access control;
- Database security;
- Report tool access and distribution;
- Password and access control/authentication control;
- Data privacy;
- Data communications security; and
- Firewall, virus and spyware protection.

System Detailed Design Document

The Proposer will provide a System Detailed Design Document (SDDD) that will include the design specifications of all hardware, software, interfaces, and network communication provided to meet WeGo's requirements for the new EAM. This deliverable shall be the capstone deliverable of System Design activities in Phase 1 and then updated as the capstone deliverable of System Design in Phase 2.

Hardware detailed design shall describe all hardware specifications including appropriate diagrams and facility layouts. Software detailed design shall describe the module and/or process level, user interface and screen layouts, report formats, testing procedures, operational procedures, and other pertinent design documentation for the EAM solution.

The SDDD shall include the following at a minimum:

- Module level descriptions and interaction among various modules;
- Description of the purpose of any third-party software modules beyond the Proposer's core EAM solution;
- Graphical User interfaces (GUI) including screen formats, reports and system generated forms and correspondence for the application;
- Process level data flow diagrams, state diagrams and data queues for the functions;
- Detailed database design, schema and entity relationship modeling including sizing and processing calculations and data dictionary;
- Documentation on design and as-built software configuration, parameters and settings, user tables and list of values for all software in the Proposer's solution;
- Detailed interface specifications between all software components;
- Internal functional system interfaces;
- External system interfaces;
- Inventory of all FRICEW objects with a high-level description of the purpose of each object;
- System architecture, including equipment layout diagrams;
- Server design, including sizing and processing calculations;
- Storage system design, including sizing and processing calculations;
- Data backup systems design, including sizing and processing calculations;
- Disaster recovery plans and procedures, including a documentation of risks and mitigations applied;
- High system availability design, including servers, network, database and application;
- Connectivity matrix detailing egress and ingress network traffic for each component;
- Detailed data management design and processes, including summarization, archiving, and purging; and
- Application performance monitoring details.

The SDDD shall demonstrate the Proposer's understanding of the functional and operational requirements and describe the design processes and policies in place to provide a high quality and reliable product that meets WeGo's EAM requirements.

Requirements Traceability Matrix

The Proposer will prepare and maintain a Requirements Traceability Matrix (RTM) throughout the duration of the EAM project, including through post-production support. This RTM will document how each requirement in Attachment 1 is met, the associated test procedures within each test phase which validates that the requirement has been met and a link to the associated test reports/test results.

Core EAM and Third-Party Software Manuals

A complete set of tailored manuals for the Proposer's core EAM solution and any third-party solution elements shall be provided to WeGo. The set of software manuals shall include user manuals, programmer reference guides, installation and maintenance manuals and all other related materials necessary to install and maintain the EAM solution. In addition, the Proposer shall maintain a full set of electronic media containing the software installation materials as well as instructions and documentation for any patches or updates provided by the software provider(s). Manuals shall be provided in both hardcopy and electronic format.

General Documentation and Deliverable Requirements

The following requirements shall apply to all deliverables and documentation prepared as part of the EAM project:

- At all times, WeGo and its designees/representatives shall have unrestricted access to the EAM solution and all associated deliverables, documentation and work products.
- The Proposer shall post all documentation, work products and deliverables (work in process, draft and final) to a project collaboration environment provided by WeGo (currently Microsoft Teams) to which all WeGo project team members will have continuous access.
- The Proposer shall keep track of all documentation submitted to WeGo or its representatives including the document identification, name and description of the document, version number, release date, distribution list, approval date, and document's electronic file name. The Proposer shall record any revisions made to the original documents and retain copies of said documents with additional written comments as original records.
- The Proposer shall use a standard file naming convention that is mutually acceptable to keep track of all electronic files.
- The Proposer shall be responsible for ensuring that the documents are distributed electronically and can be accessible through the EAM project collaboration site.

A.5. Hosting, Post Go-Live Support and Managed Services Specifications

The Proposer shall provide and operate the SaaS/Cloud environment for the EAM solution during deployment and for three (3) years following Final System Acceptance (assumed to be a total of five years), with WeGo options to renew for up to an additional five (5) one-year periods. As part of the SaaS/Cloud subscription, the Proposer shall also provide application managed services for system interfaces and any custom objects developed by the Proposer.

Application managed services includes services required to support the maintenance and operation of the application environment including but not limited to correction of any defects identified by WeGo, applying software patches for the core EAM and third-party software, planning and executing required regression testing, etc. The Proposer shall also include within their application managed services support a reserve of up to 400 hours per year for enhancement services such as making changes to software configurations, designing and developing requested reports and design, developing and testing approved changes to the software configuration or approved enhancements. Utilization of the reserve will be prioritized and approved by WeGo.

The responsibilities of the Proposer and WeGo beginning with the deployment of EAM into production status and throughout the post-production support and managed services phase are outlined below. These

requirements also apply during pre-production project deployment activities where applicable (for example for the hosted development and testing environment provided by the Proposer). For purposes of these responsibilities, the following definitions shall apply:

- **Tier 1:** This is the initial level of support responsible for basic user issues including resetting passwords, problems accessing the EAM solution, questions about how to use the application, and initial problem determination and triage. The responsibilities of Tier 1 are to gather the user's information and to determine the user's issue by analyzing the symptoms and figuring out the underlying problem. The EAM implementation project has established a goal of addressing 60% of user problems at Tier 1 during the first year of production operations and 70% of user problems at Tier 1 beginning in the second full year of production operations. WeGo is primarily responsible for Tier 1 with support from the Proposer.
- **Tier 2:** This level of support is responsible for advanced technical troubleshooting and analysis of problems and issues which cannot be completely resolved by the Tier 1 analysis. The Proposer is primarily responsible for Tier 2 with support from WeGo.
- **Tier 3:** This level of support is the highest level of support within the EAM project team and is responsible for handling the most difficult or advanced problems which cannot be resolved at Tier 2. Individuals performing Tier 3 support shall be able to perform expert-level troubleshooting and analysis. The Proposer is primarily responsible for Tier 3 with support from WeGo.
- **Tier 4:** This level of support involves escalation to organizations outside the Proposer's EAM team. An example would be the escalation of an issue to a specialist in the Proposer's organization not regularly assigned to the project team or the escalation of an issue to the help desk or a product specialist at a third-party software vendor. The Proposer is primarily responsible for Tier 4 with support from WeGo.

Proposer SaaS Environment and Managed Services Responsibilities

The Proposer shall:

- Manage and operate all aspects of the hosted EAM technical environment;
- Manage and perform required support for the non-production, production and disaster recovery landscapes;
- Manage and perform EAM application support;
- Assist WeGo to staff the Tier 1 EAM help desk by providing sufficient staff experienced with the proposed EAM solution to provide coverage between 6:00 a.m. – midnight Central Time for the first two (2) months of production operations for each phase;
- Manage and perform Tier 2 and Tier 3 support for the EAM application software components;
- Escalate EAM solution issues to the appropriate Tier 4 organization when required, and manage/monitor this escalation and resolution process;
- Manage relationships with any third-party software providers and hardware providers;
- Apply patches to the hosted environment and EAM software within 30 days of release by Proposer's production support organization or another software provider;
- Apply product upgrades (versions/releases) upon approval of WeGo (work performed based on WeGo approval from enhancement services hours);
- Make changes to the EAM software configuration to address identified system defects;

- Make changes to the EAM software configuration to address configuration changes approved by the WeGo Change Control Board (work performed based on WeGo approval from enhancement services hours);
- Ensure all changes (including but not limited to patches, upgrades, fixes, configuration changes, etc.) are made in full compliance with WeGo's production change control processes and in full observance of WeGo's change windows and blackout periods;
- Design, code, and unit test modifications to FRICEW objects developed by the Proposer to address identified defects;
- Design, code, and unit test enhancements approved by WeGo (work performed based on WeGo approval from enhancement services hours);
- Plan, manage, and perform integration testing, system testing, and regression testing of any system changes;
- Support WeGo planning and execution of any required user acceptance testing;
- Create or update user documentation, technical documentation, and training materials to reflect system changes as needed;
- Provide advisory support on any user training impacts; and
- Manage system configurations to ensure any bug fixes applied to the production environment are deployed to all active development and test environments.

WeGo Production Operations Responsibilities

WeGo's production operations responsibilities shall include:

- Operate the Tier 1 EAM help desk, with support from the Proposer, during the initial two months of production operations for each phase;
- Perform routine security administration such as the creation of user IDs, assignment of user responsibilities and the resetting of user passwords;
- Perform Tier 2 and Tier 3 support for issues with the WeGo technical environment;
- Code and unit test all changes to interface programs developed by WeGo or third-parties under WeGo's direction to remediate identified defects or support approved enhancement requests;
- Design, code, and unit test any new interfaces to, or extracts from, existing WeGo systems as part of approved enhancement requests;
- Participate in system testing, integration testing, and regression testing;
- Plan and perform user acceptance testing of any system changes;
- Provide any required additional training of end users, leveraging training materials developed by the Proposer; and
- Manage organizational change impacts, with advisory support from the Proposer.

Required Incident Resolution Timeframes

The Proposer shall address all EAM production system incidents for which it is responsible within the timelines outlined below. The final responsibility for setting the priority on an incident resides with WeGo's

Project Manager. An incident, as defined by the Information Technology Infrastructure Library (ITIL), an internationally recognized IT practices and framework, is an unplanned interruption to an IT service or a reduction in the quality of an IT service. Failure of a configuration item is also an incident, even if the failure has not yet impacted service. Identification and resolution of EAM production system incidents shall be managed through WeGo’s information technology help desk application.

The process for documenting a production incident shall be as follows:

- A user will either initially log an incident themselves using the self-service capabilities of WeGo’s help desk solution (if available) or the user will call or email the EAM Tier 1 help desk; alternatively, a Tier 1, Tier 2, or Tier 3 support team member may enter an incident themselves;
- The EAM help desk staff shall assign a priority based on the criteria below; incidents identified as High or Medium shall be escalated to the WeGo Project Manager for confirmation;
- WeGo’s help desk application shall route the ticket to the appropriate EAM team member(s) based on staff assignments and business rules provided by the Proposer, with notifications provided to WeGo’s Project Manager or designee for all High and Medium priority incidents;
- The Proposer team member(s) assigned the ticket shall update the status of the ticket including recording when work is begun, the diagnostics performed, the solution implemented to remediate the defect/incident, and the date and time the incident is closed.
- Prior to closing a ticket, the Proposer team shall conduct a root cause analysis to identify and record the problem that caused the incident and shall correct the problem so that repeat incidents are minimized.

The severity definitions outlined below shall also apply to defects identified in testing during the implementation phases of the project; however, the timeframes for initiating work and correcting defects identified during pre-production testing shall be established for each type of testing as part of the approved master test plan. Defects during testing shall be tracked in a defect log provided by the Proposer.

EAM Incident Resolution Timeframes

Severity	Description	Timeframes for Initiating Work and Resolving the Incident
Severity Level 1 – High	Showstopper incident which is preventing WeGo from performing business operations. There is no work-around or the work-around is extremely complex and/or cannot be made in a timely fashion.	<p>The Proposer must acknowledge the incident and begin problem diagnostics on the incident within 30 minutes of the incident being reported to the Proposer.</p> <p>The Proposer must resolve 100% of all High priority incidents within 24 hours of incident identification by either resolving the incident or implementing a work-around which allows the incident to be re-classified as a Medium priority incident.</p>

Severity	Description	Timeframes for Initiating Work and Resolving the Incident
Severity Level 2 – Medium	Material impact to WeGo business operations. However, there is a work-around allowing business operations to proceed in the interim.	<p>The Proposer shall acknowledge the incident within 30 minutes and begin problem diagnostics on the incident within three (3) hours of the incident being reported to the Proposer.</p> <p>The Proposer must resolve at least 95% of all Medium priority incidents within five (5) calendar days of incident identification.</p>
Severity Level 3 – Low	System does not work per approved design, but the incident is having a limited immediate impact on WeGo business operations.	<p>The Proposer shall acknowledge the incident within 24 hours and begin problem diagnostics on the incident within 10 business days of the incident being reported to the Proposer.</p> <p>The Proposer must resolve at least 90% of all Low priority incidents within 20 business days of incident identification. Any remaining incidents must be resolved or an alternative identified and accepted by the WeGo Project Manager within 60 business days.</p>
Enhancement	Incident resolution is determined to be an enhancement to the EAM solution.	Prioritized by WeGo Change Control Board and scheduled/worked on if approved by WeGo from reserve for enhancement services.

EAM Production System Performance and Reliability

The Proposer’s solution shall meet or exceed all reliability and performance requirements documented in the technical architecture requirements in the EAM System Requirements Matrix in Attachment 1.

In the event the Proposer is not meeting system performance requirements, the Proposer must take all steps necessary to address and correct the performance and reliability issues including the acquisition, at its sole expense, of any additional required hardware, system software, database utilities, performance monitoring tools, or other components required to remediate the performance issue. The Proposer shall submit any proposed solution to address a performance issue to WeGo for review and approval. The Proposer shall first test any proposed fix in a production-like environment where the size and transaction volumes of the production landscape can be simulated prior to implementing the solution in the EAM production landscape. The Proposer shall conduct this testing in accordance with the test methods, procedures, and protocols for performance testing outlined in the approved master test plan and the test procedures for performance testing.

Service Credits

If the Proposer does not meet the service levels outlined in this subsection or the system performance and availability standards as defined in Attachment 1, the Proposer shall, upon WeGo's request, issue service credits as follows:

Acknowledgement and Problem Diagnostics

If the Proposer fails to acknowledge an issue or initiate problem resolution within the required timelines, the Proposer shall issue WeGo a credit of \$1,000 for each hour or part thereof it fails to meet the acknowledgement or problem diagnostic timeline for Severity 1 or Severity 2 priority issues, and a credit of \$500 for each hour or part thereof it fails to meet the acknowledgement or problem diagnostic timeline for a Severity 3 priority issue.

Issue Resolution

If the Proposer fails to implement a bug fix or a work-around acceptable to WeGo (if a work-around is an acceptable solution to the problem based on the issue severity) within the required timelines, the Proposer shall issue WeGo a credit of \$1,000 for each hour or part thereof it fails to meet the issue resolution timeline for a Severity 1 priority issue or a credit of \$1,000 for each hour or part thereof it fails to meet the issue resolution target as measured on a quarterly basis for Severity 2 and Severity 3 priority issues.

System Availability

If the Proposer does not meet the uptime requirements for any environment of the development environment/non-production landscape as measured on a quarterly basis, the Proposer shall issue WeGo a credit of \$1,000 per environment for each hour or part thereof for which one or more environments does not meet the uptime requirements.

Safeguarding of WeGo Information

Protection of WeGo information shall be an integral part of the business activities of the Proposer to ensure that there is no inappropriate use of WeGo information at any time. Any WeGo information obtained by the Proposer shall become and remain the property of WeGo. At no time, shall any information, belonging to or intended for WeGo, be copied, disclosed, or retained by the Proposer or any party related to the Proposer for subsequent use in any transaction that does not include WeGo. The Proposer shall not use any personal information collected in connection with the services performed for the EAM project for any purpose other than fulfilling the required services of the EAM project.

To ensure appropriate data protection safeguards are in place, the Proposer shall always:

1. Ensure that WeGo information is protected with reasonable security measures;
2. Promote and maintain among the Proposer's employees and agents an awareness of the security needs of WeGo's information;
3. Safeguard the confidentiality, integrity, and availability of WeGo information;
4. Provide WeGo with full and unlimited access to WeGo data at all times at no additional cost;
5. Make WeGo data and processes available to third parties only with the express written permission of WeGo;
6. Ensure that WeGo's backed-up data is not commingled with other cloud service customer data;

7. Ensure that appropriate security measures are put in place to protect the Proposer's internal systems from intrusions and other attacks;
8. Encrypt all data as identified by WeGo;
9. Encrypt all non-public data in transit to/from the Cloud;
10. Access WeGo user accounts or WeGo data only in the course of data center operations, in response to service or technical issues or at WeGo's written request; and
11. Do not store or transfer any WeGo data outside of the United States.

The Proposer or its subcontractor providing hosting services shall maintain for the duration of the contract Statement on Standards for Attestation Engagements (SSAE) 18 certification. Evidence of certification shall be provided prior to contract award and then annually each year thereafter for the duration of the contract.

In addition, the Proposer shall comply with the International Standards Organization (ISO) and International Electrotechnical Commission (IEC) 27001 standard for information security management systems. The Proposer shall provide prior to contract award evidence of their certification. The Proposer shall then provide evidence of their continued certification annually for the duration of the contract on the anniversary date of the contract award.

When requested by WeGo in compliance with WeGo's records retention policies, the Proposer shall destroy all requested data in all of its forms including but not limited to disk, CD/DVD, tape, USB drive, and paper. Data shall be destroyed per National Institute of Standards and Technology (NIST) approved methods. The Proposer shall provide certificates of destruction to WeGo.

Discovery Requests, Subpoenas, and Other Legal Requests

The Proposer shall disclose to WeGo a description of its procedures, roles and responsibilities related to electronic discovery, litigation holds, discovery searches, and expert testimonies. The Proposer shall also disclose its process for responding to subpoenas, service of process, and other legal requests.

Procedures for Addressing a Security Breach

The Proposer shall inform WeGo of any security breach or detection of any suspicious intrusion that is occurring or has occurred that jeopardizes WeGo's data or processes. The Proposer shall give notice of any breach or potential breach to WeGo within one (1) hour of its discovery. The Proposer shall make full disclosure of the assets that might have been jeopardized. In addition, the Proposer shall inform WeGo of the actions it is taking or will take to reduce the risk of further loss to WeGo. If the breach requires public notification, the Proposer shall coordinate all communication with WeGo.

The Proposer shall cover the costs of response and recovery from a data breach. WeGo will expect to recover all breach costs from the Proposer.

Segregation of Duties

The Proposer shall have robust compartmentalization of job duties, perform background checks, require/enforce non-disclosure agreements, and limit staff knowledge of WeGo data to that which is absolutely needed to perform job duties.

Use of Subcontractors and Other Proposer Business Partners

The Proposer shall identify all its strategic business partners who will be involved in any EAM implementation services and/or in supporting ongoing system operations. The Proposer shall only make WeGo's data and

processes available to subcontractors, other business partners and other third parties as specifically required to perform activities under this RFP and with the express written permission of WeGo.

Removal of Proposer Staff or Other Proposer Representatives

WeGo shall have the right at any time to require that the Proposer remove from interaction with WeGo any Proposer representative who WeGo believes is detrimental to its working relationship with the Proposer. WeGo will provide the Proposer with notice of its determination, and the reasons it requests the removal. If WeGo signifies that a potential security violation exists with respect to the request, the Proposer shall immediately remove such individual. The Proposer shall not assign a person whom WeGo has requested be removed from the project to any aspect of the EAM implementation or ongoing operations in the future without WeGo’s explicit consent.

End of Contract Transition or Contract Termination

WeGo shall be entitled to any end of contract transition or post-termination assistance generally made available by the Proposer to the customers of its SaaS solutions or application managed services. The transition services are defined in Section VI, CONTRACT TERMS AND CONDITIONS (PROPOSED), paragraph 7 – Termination.

Suspension of Service

During any period of service suspension, the Proposer shall not take any action to intentionally erase any WeGo data.

A.6. WeGo Project Organization and Staffing

WeGo has established a project governance structure for the EAM implementation project. The project is managed on a day-to-day basis by a WeGo Project Manager reporting to the Project Sponsor (business owner) and the Project Steering Committee and supported by an IT Lead. During the EAM implementation project, WeGo expects to have the following resources working on the project at the level of commitment noted below:

Role	Anticipated Commitment
Project Sponsor	Part-time, approximately 5% of the time; provides overall guidance and direction to the project effort
Project Steering Committee	Part-time, as required. Comprised of leaders from all business units impacted by the EAM project.
Project Manager	40% FTE, responsible for day-to-day management of the project
Change Manager	Part-time resource responsible for leading organizational change management (OCM) activities on the project in conjunction with a consultant OCM Lead
IT Lead	Assigned from WeGo IT PMO staff, part-time overall but full-time when needed, responsible for managing all IT related tasks on the project

Role	Anticipated Commitment
Fleet Lead	Approximately 30% FTE during Phase 1
Supply Chain Lead	Approximately 30% FTE during Phase 1
Facilities Lead	Approximately 30% FTE during Phase 2
Planning and Budgeting Lead	Approximately 20% FTE during Phase 2
WeGo Subject Matter Experts	Approximately 8 additional resources on a part-time basis representing various major asset classes or functional areas impacted by the EAM project
System Administrator	Part-time role, approximately 20% to achieve knowledge transfer from the Proposer team
IT Systems Analysts/Developers	Approximately three (3) 20% WeGo and contractor FTE resources based on systems being interfaced with and data sources for conversion
IT Security and Infrastructure	10% FTE
Desktop Support	10% FTE

A.7. Anticipated User Counts

For planning purposes, Proposers shall assume a maximum of 100 users, with 85 users in Phase 1 and an additional 15 users in Phase 2.

A.8. System Acceptance Criteria

This subsection outlines the criteria for system acceptance for the initial go live of each phase, acceptance of each phase and for Final System Acceptance.

Go Live Criteria

For the EAM solution to be transitioned to a production status under each phase, the following requirements shall be achieved:

- Successful completion and approval by WeGo of system test, integration test, security test and performance test;
- Successful completion by WeGo and approval by the WeGo Project Steering Committee of user acceptance testing;
- Successful completion of end user training and approval of the completion of training by the WeGo Project Steering Committee;
- Successful completion and approval by WeGo of a minimum of two practice/mock data conversions;

- No Severity 1 issues/deficiencies; and
- No Severity 2 issues/deficiencies, or if there is a Severity 2 issue, there is a documented work-around and a plan for remediating the issue which has been approved by the WeGo Project Steering Committee.

Any modification of these requirements shall require the approval of the WeGo Project Steering Committee.

Phase Acceptance

The Proposer may request Phase Acceptance for Phases 1 and 2, and any potential future phases after 60 continuous days of operation in a production status with no Severity 1 issues/deficiencies. If a Severity 1 issue occurs, the clock for determining Phase Acceptance is re-set to zero and the 60-day period of continuous operation without a Severity 1 issue/deficiency begins again.

Final System Acceptance

The Proposer may request Final System Acceptance following the go live of Phase 2 (or the last phase if any additional phases are added to the project scope) after 60 continuous days of operation in a production status with no Severity 1 issues/deficiencies. If a Severity 1 issue occurs, the clock for determining Final System Acceptance is re-set to zero and the 60-day period of continuous operation without a Severity 1 issue/deficiency begins again.

B. EVALUATION CRITERIA

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

Evaluation Criteria and Point Score Allocation:

Technical Evaluation Phase 1:

Criterion	Standard	Points Value
Fit of Proposed EAM Software Solution with WeGo’s Requirements	The extent to which the proposer’s proposed EAM solution supports WeGo’s requirements out-of-the-box with configuration and does not require significant enhancements or customizations in order to meet WeGo business or technical requirements.	25
Project Approach/ Work Methodology	The quality, completeness and apparent deliverability of proposer’s approach and methodology for implementing the proposed EAM solution to ensure high quality, on-time delivery of an EAM solution which meets WeGo’s requirements.	20
Proposing Team Qualifications and Experience	Prior experience within the last three years of prime proposer firm and any proposed subconsultants with successfully implementing the proposed EAM software solution to support asset management, work management and materials management functionality in a transit or rail environment.	15
Project Team/Key Personnel	Prior experience within the last three years of proposed project staff in their assigned project roles successfully implementing the proposed EAM solution in a rail or transit environment.	15

Criterion	Standard	Points Value
Cost	The firm with the lowest cost will receive the maximum 20 points. The remaining firms' scores will be based on the Lowest Cost divided by Proposed Cost) X 20 Points Possible = Points awarded. **Example: (\$100(LC) / \$103(PC))X20 (PP) = 19 (PA)**	15
Technical and Cost Points		90

Demonstration Evaluation Phase 2:

Quality/Completeness of Software Demonstration	Ability of proposer to fully demonstrate all system functionality requested in the software scripts within the time allocated for each script. Ability of proposer’s proposed project team to explain the proposed approach and work plan for implementation and to address functional and technical questions from WeGo.	10
Phase 1 and Phase 2 Points Total	Phase 2 will consist of rescoring the proposal according to the Technical Evaluation Phase 1 plus Demonstration Evaluation Phase 2	100

The Agency reserves the right to conduct negotiations with the top-ranked proposers to reach final agreement on specific terms of the Services Contract. The Agency reserves the right to request a best and final from all finalists, which will be evaluate by the cost criteria. 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 (Part 1, Part 2, Part 3, Part 4, Part 5, Part 6, and Part 7) indexed in the order outlined below. Submissions shall list questions and responses and/or attachments as numbered and listed within each section. The contents of each section should be concise and should address the capabilities of the proposed EAM software solution, the scope of work, team and key personnel qualifications, and evaluation criteria.

GENERAL SUBMISSION REQUIREMENTS:

Submissions must conform to the page count limits specified in each section. Photos, graphics, charts, and other materials are to be included in the page number count required in each section. Text font size is to be no smaller than 10 point 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 that shall not exceed **ten (10) consecutively numbered (1-10) pages**.

The cover letter and executive summary shall:

1. Briefly introduce the prime contractor, members of a partnership, joint venture, or other teaming arrangement, whichever is applicable, and an introduction of all major subcontractors/subconsultants who may be involved in the performance of the work;
2. Clearly state the responsible contact person's title and contact information;
3. Discuss the primary business experience of the proposer as it relates to the scope of the WeGo EAM project, length of time in business, ownership, office locations, and specific location of the principal office from where the main work will be performed and other information introductory in nature for each firm involved in making the proposal.
4. Provide details on the primary software licensor and any other software licensors included in the proposal, and the legal and business relationships, if any, between the primary and other software licensor. A prime proposer who is a distributor or reseller must explain its legal and functional relationship to the primary software licensor and any other licensor, and its history as a distributor or reseller overall and of the proposed EAM solution;
5. For each software licensor, provide details on the licensor's background and pertinent attributes that demonstrate its strength in terms of the history of the licensor and its growth, size of the firm in 2022 and 2023 revenue dollars and number of employees, proposed software installed base (overall market, public sector market, and within the transit and rail market).
6. Describe the prior experience of the proposed EAM software solution in supporting asset management, work management, and materials management functions for rail and transit agencies in the United States. Proposed core EAM solution (current release or one release prior) must have been successfully implemented in at least two (2) United States rail and transit agencies to support asset management, work management and materials management functionality.

7. Describe the proposer’s qualifications in the last three years with successfully implementing the proposed EAM solution to support asset management, work management and materials management in a rail and transit environment. The prime proposer (not a proposed subconsultant) must have successfully implemented, within the last three (3) years, the proposed EAM solution in at least one (1) United States rail and/or transit agency to support asset management, work management and materials management functionality.
8. 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 or RTA 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;
9. Provide a clear and concise summary of the proposed project staff members’ experience within the last three years in successfully implementing the proposed EAM solution to support asset management, work management and materials management functionality in rail and transit environments.
10. Provide a clear and concise summary of the proposer’s overall approach to implementing the proposed EAM solution at WeGo; and
11. Provide a letter, as applicable, from the proposer’s chief executive officer guaranteeing the key personnel named in the staffing plan will be assigned to the project, unless such employment is duly terminated. If substitutes or "backup" personnel are planned on a contingency basis, such personnel shall also be named with a similar guarantee of assignment.

PART 2:

FIT OF PROPOSED EAM SOFTWARE SOLUTION WITH WEGO’S REQUIREMENTS

This section should describe the capabilities of the proposed EAM software solution in terms of meeting WeGo’s business and technical requirements as described in the Scope of Work and in the EAM System Requirements Matrix (Attachment 1). Proposers should submit no more than **twenty five (25) consecutively numbered pages for this section not including the completed EAM System Requirements Matrix (Attachment 1)**. This section should include, at minimum:

1. A written description of the proposer’s proposed EAM solution that identifies at a minimum the following elements:
 - A description of the proposed EAM software and articulate how it meets the needs of WeGo for business functionality as described in the Scope of Work and the EAM system requirements matrix in Attachment 1. This shall include a discussion of the proposed software product(s) and the scope of its functionality and technical architecture, and how the proposed software will enable WeGo to adopt and implement industry best practices for enterprise asset management.
 - A description of the overall makeup of the proposed software solution. If there are multiple software products, then clearly describe what software product is being proposed for what business/process area. The narrative and any supporting tabular data shall clearly

encompass the full suite of the software offering as deemed necessary by the proposer. This full suite shall include both primary software (first party) and any necessary secondary/supporting/gap software (third party) – all of which shall address business functionality, integration, security, reporting, and other requirements;

- A functional architecture of the proposed software products and their modules (in a graphical manner) to enable WeGo to clearly understand the linkages and interactions between and among the proposed software products and specific modules;
 - A description of the mobile capabilities currently available in the product and at least two client examples with client contract information where the mobile solution has been successfully implemented to support EAM business functions;
2. A summary of the current published product roadmap for each component of the proposed software solution outlining planned and announced features, functions, releases as well as product sunset plans;
 3. A description of the data center(s) environment to be utilized for hosting the EAM SaaS solution including details about the primary data center and disaster recovery data center, certification levels, etc. Indicate compliance of the proposer or its subcontractor providing hosting services with Statement on Standards for Attestation Engagements (SSAE) 18. Provide at least two client references with client names and client contact information for clients using the proposed EAM in a SaaS model provisioned through the same data center environment/delivery model being proposed for WeGo. If the proposer is proposing any additional third party solutions, provide similar information for the technical environment/data center environment in which these products will be hosted;
 4. Explain the proposed product maintenance and support program including the types of support (telephone, online, onsite, etc.), levels of support and the differences in capabilities and response times available at each level (in a tabular format), the process to determine how the support ticket severity level is assigned, response times to deal with the support tickets (please provide the response time by severity level), communication protocols and escalation levels, etc.;
 5. Describe the methods, tools and middleware (if any) used to support integration with other Enterprise Systems.
 6. Provide information on how patches, new releases or upgrades are handled within the EAM SaaS environment and for any proposed third-party solutions; and
 7. Identify any functionality provided as part of the proposed system which is above and beyond the requirements identified.
 8. Complete the EAM System Requirements Matrix provided in Attachment 1 and include an Excel version of this matrix with your proposal submission. Requirements designated as “Desirable” will be implemented in their designated phase if the requirement can be achieved “out-of-the-box with configuration”, except in the case of integration requirements where the effort and cost associated with custom development efforts for these requirements shall be included in Proposer’s proposal and will be implemented at WeGo’s option. WeGo has identified functional and technical requirements for the EAM system through a series of stakeholder workshops. Proposer shall respond to each requirement using the response key below:

Response	Definition
Out-of-the-Box with Configuration	Requirement met with out-of-the box delivered functionality; may require configuration of system parameters during implementation but no scripting, programming or customization effort is required.
Modification to Base Code	<p>Requirement can be met through alteration or modification to the base code of the proposed EAM software solution or through development of new code which will be added to the base EAM software and supported in the future as part of the EAM software. The software licensor will support the migration of this functionality to future releases of the EAM software as part of its supported upgrade path.</p> <p>In this scenario, the proposer must indicate the complexity of the customization and a schedule for development and testing of the customization and incorporating it into the off-the-shelf product.</p>
Customization	<p>Requirement can be met but it will require development of a custom extension or bolt-on that would be a WeGo-specific custom extension to the EAM software. This custom extension will not be part of the base code and will not be maintained as part of the product going forward.</p> <p>In this scenario, the proposer shall enter an indication of the complexity of the customization within the Customization column of the response spreadsheet as follows:</p> <ul style="list-style-type: none"> • Small: Small customization(s) requiring up to a total of 80 hours for specification, development and unit testing; • Medium: Medium customization(s) requiring a total of 80 to 160 hours for specification, development and unit testing; and • Large: Large customization(s) requiring greater than 160 hours for specification, development and unit testing.
Third-Party	Third-party software is required to fully meet the requirement. In this scenario, the requirement is met through the implementation of the out-of-the box functionality of the third-party software included within the proposer’s proposed EAM solution, but no customization is required. Please note, for purposes of this proposal, a software module owned by the licensor of the core EAM software is considered to be a third party software solution if it is separate from or not tightly integrated with the proposed core EAM solution.

Response	Definition
<p>Third-Party with Configuration</p>	<p>Third-party software solution (the third-party software shall have been proposed by the proposer, along with some level of additional customization that is required to fully meet the requirement. This customization would be a WeGo-specific custom extension to the third-party software. This custom extension will not be part of the base code of the third-party software and will not be maintained as part of the product going forward. In this scenario, the proposer shall enter an indication of the complexity of the customization within the Customization column of the response spreadsheet as follows:</p> <ul style="list-style-type: none"> • Small: Small customization requiring up to 80 hours for specification, development and unit testing; • Medium: Medium customization requiring 80 to 160 hours for specification, development and unit testing; and • Large: Large customization requiring greater than 160 hours for specification, development and unit testing.
<p>Does Not Meet</p>	<p>The Proposer’s proposed solution does not support this requirement.</p>

9. Provide as an attachment to the Proposal a copy of the Proposer’s proposed software subscription agreement for the core EAM solution and any proposed third-party software (does not count in page count for this section).

PART 3:

PROJECT APPROACH / WORK METHODOLOGY

This section should include a detailed discussion of the proposer's approach to the project. Proposers should submit no more than **twenty (20) consecutively numbered pages for this section not including the project work plan to be provided as an appendix to the proposal**. This section should include, at minimum:

1. Provide information on all methodologies, tools, and templates that the proposer will utilize in performing systems integration services for WeGo. At a minimum, include the following:
 - Proposer's package implementation methodology including an approach for managing design, development, and testing of required custom objects (RICEFW - reports, interfaces, conversions, enhancements, forms, workflows);
 - Project management methodology, tool kits/templates, and team collaboration solutions;
 - Risk management methodology;
 - Organizational change management methodology and tools;
 - Programming toolkits and/or any proprietary software development framework(s) which supports implementation of EAM software, such as, but not limited to, configuration, development, integration, data management and security management;
 - Training method (train-the-trainer / end user training) and materials, development toolkits, including eLearning/training delivery platforms; and
 - Other toolkits and/or accelerators which the proposer is recommending for systems integration work at WeGo.
2. Provide a description of how the proposer plans to organize and perform the work. At a minimum, include the following:
 - Overview of proposed project approach and a narrative description of the project work plan outlining key tasks and work steps;
 - Proposed approach to managing the work, and ensuring program and cost control including a description of the processes and procedures for guiding management and execution of the project work on a day-to-day basis;
 - Proposed quality management approach including plan for ensuring quality in all project activities, for surveillance and inspection of work; and acceptance, rejection, documentation, and resolution of deficiencies; and corrective actions;
 - Proposed approach for integrating with other WeGo systems as identified in the Scope of Work and the EAM System Requirements Matrix (Attachment 1);
 - Identification of potential impediments, obstacles, or problems that could negatively impact upon work performance and proposed solutions or mitigation strategies; and

- Identification of specific tasks that the proposer requires the Agency to accomplish during contract performance or prior to contract award and recommended WeGo staffing levels to support the implementation effort.
3. Provide as an appendix to the proposal in Gantt Chart format a detailed project schedule for Phase 1 and Phase 2 in Microsoft Project or similar format which delineates the major phases/tasks, the timeline for performing each phase/task and the interrelationship and dependencies between each phase/task.

PART 4

PROJECT TEAM

This section, which shall be no longer than **five (5) consecutively numbered pages** (excluding team member resumes) should include a detailed discussion of the full proposal team including the relationship between subconsultants and the prime, how the team will be integrated to ensure a cohesive work product, and a representation of each team member's qualifications. At minimum, this section must include:

1. A project team organization chart that identifies client relationship / partner lead, participating subconsultants, responsibilities, and key personnel. The organization chart should indicate which tasks each firm and/or individual will be assigned.
2. A summary of the proposing team's qualifications to successfully provide the services for which the proposer is submitting a proposal.
3. Resumes for Project Team Members. Note: Resumes should be presented in an Appendix to Part 4. Resumes must be limited to **one** 8 ½" x 11" page per individual. Resumes are to be submitted for only those personnel that will actually be assigned work on the project. The resumes provided in this proposal shall serve as the baseline for the level of skill and experience expected for each project role and individuals proposed as a substitute will be expected to meet or exceed the qualifications of the resource(s) proposed in the proposer's proposal.
4. A chart that details the availability for Project Team and key personnel.
5. An acknowledgement that key individuals named in the proposal will not be replaced without advance notice and approval by the Agency and that replacement personnel will be subject to the Agency's approval.
6. A disclosure of any potential conflicts of interest that may affect the proposing team's or any key person's ability to perform an assignment for the Agency.

PART 5:

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 after proposals are received. 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.

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

PART 6:

COST

Proposals must include a complete Form I - Cost Proposal Form(s), located in Section D, and **one (1) Excel version of the Cost Form Workbook.**

Proposer shall provide pricing for subscriptions for the SaaS/Cloud-based EAM solution and any proposed third party software solutions for ten (10) years. It is WeGo's expectation that WeGo will pay a reduced SaaS subscription fee during the initial implementation period (the first two years of the contract).

Phase 1 and 2 Phase 2 Sheet Tab:

For the Phase 1 and Phase 2 implementation services, proposer shall enter prices in the cost workbook for each deliverable/milestone. The sum total of the milestones for each phase will be automatically carried forward to the Summary SaaS Solution Sheet. The Proposer should account for all anticipated costs within the payment milestones. The Agency reserves the right to reject the request for payment of any direct cost item that was not included in the cost proposal or that was not expressly approved in advance of the cost being incurred. Travel costs will not be reimbursed separately and must be included in the milestone/deliverable paypoints for each implementation phase as appropriate. Nashville MTA reserves the right to modify future phases.

Customizations Sheet Tab:

For customizations, Proposer shall enter line item pricing for each proposed customization in each phase and indicate which requirements marked by the proposer as a customization in the EAM System Requirements Matrix (Attachment 1) the customization is associated with. The sum total of the customizations in each phase will be automatically carried forward to the customization milestone applicable to each phase.

For requirements identified in the EAM System Requirements Matrix (Attachment 1) as future, Proposer shall enter one all inclusive cost for implementing these items. For estimating purposes, Proposer may assume that implementation (if requested by WeGo) would take place within the first four years after Notice to Proceed (NTP).

Subscriptions Sheet Tab:

Proposer shall provide pricing for subscriptions for the SaaS/Cloud-based EAM solution and any proposed third party software solutions for ten (10) years.

Rate Sheet Tab:

Proposer shall complete the rate card tab of the cost workbook by entering proposed hourly rate for each proposed resource classification. Hourly rates are to be inclusive of direct labor and overhead costs but should not include any travel cost. These rates shall be utilized by WeGo as the basis for negotiating any change orders to the contract. In the event travel is required as part of a change order, travel will be negotiated separately and then allocated/applied to the cost of each milestone contained in the change order. The rates provided shall be good for the first two years of the contract, with the contractor allowed

to escalate these rates by a percentage not to exceed the prevailing annual consumer price index (CPI) for Davidson County, Tennessee beginning in contract Year 3. The Rate Sheet is not calculated in the Total Bid Price and will not carry forward to the Summary SaaS Solution Sheet.

Summary SaaS Solution Sheet Tab:

The sum total of the milestones for each phase will be automatically carried forward to the Total Bid Price located on the Summary SaaS Solution Sheet Tab.

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.

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	

D. REQUIRED FORMS

FORM 1 – COST PROPOSAL FORM

Please provide a PDF printout of the Excel Cost Form Workbook as an attachment to this form. If a subconsultant is a DBE, please indicate the designation with the firm name.

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.

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 – A

DISADVANTAGED BUSINESS ENTERPRISE LETTER OF INTENT

Submit one form for each DBE Subcontractor and/or supplier. If the DBE is a 2nd, 3rd, or lower-tier subcontractor, this form must also be signed by the Subcontractor that is utilizing the DBE.

PROPOSER:

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

DBE:

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE:

The Proposer is committed to utilizing the above-named DBE for the work described above. The estimated dollar value of this work is \$ _____, which is ___% the proposed contract value.

AFFIRMATION

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

By: _____

Signature of DBE Subcontractor and Title Date Name

By: _____

Signature of Subcontractor (if utilizing the DBE) and Title Date Name

By: _____

Signature of Proposer and Title Date Name

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

NASHVILLE METROPOLITAN TRANSIT AUTHORITY
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 officers who has signed Proposals on behalf of the corporation, including the foregoing assurance of irrevocability, is fully and completely authorized so to do.

Company

Authorized Signature /Date

Name Printed

Title

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

Notary Public

My commission expires: _____

FORM 8

CERTIFICATION OF RESTRICTIONS ON LOBBYING

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

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

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

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

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 9

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION PRIMARY PARTICIPANT

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

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 10

CERTIFICATION OF LOWER-TIER PARTICIPANTS

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 11

CONTACT INFORMATION OF SIMILAR CONTRACTS/REFERENCES

Proposers are advised that current or previous work for Nashville MTA, DTO or RTA 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 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

Nashville Metropolitan Transit Authority / Davidson Transit Organization

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. 2024147 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 the Agency, other officer, employee or agent of the Agency 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:

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

D. Types of Protests and Timing

The requirement for timely filing of protest with the 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

VI. CONTRACT TERMS AND CONDITIONS (PROPOSED)

NOTE: This is a Proposed Contract for Nashville MTA. ALL PROPOSED CHANGES TO CONTRACT TERMS MUST BE SUBMITTED WITH THE PROPOSAL RESPONSE TO BE CONSIDERED. Nashville MTA reserves the right to make changes to this Proposed Contract prior to execution.

CONTRACT NO. 2024147

BETWEEN

NASHVILLE METROPOLITAN TRANSIT AUTHORITY

AND

CONTRACTOR NAME

FOR

EAM SOFTWARE ACQUISITION AND IMPLEMENTATION SERVICES

This Contract No 2024147 (hereinafter referred to as “Contract”) is entered into as of the ___ day of ____, ____, by and between Nashville Metropolitan Transit Authority (hereinafter referred to as “Agency”), having its principal office located at 430 Myatt Drive, Nashville, TN 37115, and **Contractor Name** (hereinafter referred to as “Contractor”), having its principal office located at, **Contractor’s Address**.

The following documents constitute the Contract and Contract Documents:

- Contract No. 2024147
- Request for Proposed (RFP) No. 2024147

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

- Any properly executed amendment to this Contract (most recent with first priority)
- Contract No. 2024147
- Request for Proposed (RFP) No. 2024147

1. Duties and Responsibilities of Contractor

Contractor shall provide EAM Software Acquisition and Implementation Services as detailed in the RFP and this Contract (the “**Services**”). The Services shall be provided as set forth in this Contract, and to the extent not inconsistent with the terms herein, according to the methods set forth in Section IV of the RFP. Contractor’s duties and responsibilities are more specifically set forth in Section IV in the RFP.

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

2. Term

2.1. This Contract shall commence on the ___ day of _____, 2025. In addition to any applicable Warranty Period, the initial term of this Contract shall continue for a five (5) year term with five (5) one (1) year options to extend the term for an additional duration unless otherwise terminated as provided herein (the “**Term**”).

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

3. Compensation/Invoices

3.1. For its Services, Contractor is entitled to receive _____.

3.2. Contractor shall be paid hourly per project, to be billed on a monthly basis, beginning after the commencement of work. Contract shall include with invoice, information detailing the work performed (i.e.: the project, type of work and the number of hours).

3.3. The fees for the Contractor will be based upon the Contractor’s Accepted Price Proposal schedule included as Exhibit D.

3.5. Contractor shall submit travel costs based on the Tennessee State Travel Policy – <https://www.tn.gov/assets/entities/finance/attachments/policy8.pdf>

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

3.7. Contractor shall submit invoices to: MTA.AccountsPayable@nashville.gov
With a copy to: Hannah.Schaefer@nashville.gov

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

3.9. Contractor is required to make payment to subcontractors within fifteen (15) days or receipt of payment from Nashville MTA.

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

5. Taxes

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

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

6.1. Nashville MTA Ownership of Project Documents: Nashville MTA and FTA will become owners of all documents prepared by Contractor upon payment for same by Nashville MTA, except any documents which may be protected by patent, lease or other written documents which provides proof of ownership.

7. Termination

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

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

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

7.4. In the event of a termination under Section 7.2 or 7.3 Contractor will be compensated in accordance with the Services that have been “accepted” in accordance with this Contract.

7.5 The Proposer shall support Nashville MTA by maintaining production operations at normal status during the transition period and by providing services requested by Nashville MTA (to be negotiated as appropriate as a contract amendment) to support Nashville MTA’s transition out from the Proposer’s EAM solution. An example is Proposer support with extracting data from the EAM solution for migration into a new enterprise asset management solution.

During the end of contract transition or in the event of termination of the contract, the Proposer shall implement an orderly return of Nashville MTA’s data and other assets and the subsequent secure disposal of Nashville MTA’s assets. The Proposer shall provide to Nashville MTA all Nashville MTA EAM data in a Nashville MTA -defined format based on the then current or planned Nashville MTA platforms including database, operating systems and physical media, along with attachments in their native format.

Upon contract termination, the Proposer shall not take any action to intentionally erase any Nashville MTA data for a period of 180 days after the effective date of the contract termination. After such 180-day period, the Proposer shall have no obligation to maintain or provide any Nashville MTA data and shall thereafter, unless legally prohibited, delete all Nashville MTA data in its systems or otherwise in its possession or under its control. Upon contract termination, the Proposer shall remove any reference to Nashville MTA from all marketing materials.

8. Maintenance of Records and Nashville MTA Property

8.1. Contractor shall maintain documentation for all charges against Nashville MTA. The books, records, and documents of Contractor, insofar as they relate to the Services performed or money received under the Contract, shall be maintained for a minimum period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by Nashville MTA

or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

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

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

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

9. Independent Contractor/Subcontractors

9.1. Contractor is an independent contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. It is expressly agreed and understood between the parties that Contractor and any of its subcontractors and suppliers are independent contractors to Nashville MTA and as such shall be viewed in law and equity. No vicarious liability shall be imposed upon the Covered Entities by any action of Contractor, subcontractor or supplier in the performance of this Contract. Neither Nashville MTA nor Contractor shall hold itself out in a manner contrary to the terms of this Section 9 nor shall Nashville MTA or Contractor become liable for any representation, act, or omission of the other party contrary to the terms of this Section 9.

9.2. Neither Contractor nor Contractor's employees, subcontractors or agents are Nashville MTA employees. Contractor shall bear sole responsibility for payment of compensation to its employees and subcontractors. Contractor shall procure and maintain Worker's Compensation Insurance as stated in Section 12.

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

9.4. Contractor and its subcontractors shall be appropriately licensed in the State of Tennessee to conduct the Services required by this Contract. Contractor must submit to Nashville MTA all Tennessee Department of Transportation letters or certification of any Disadvantage Business Enterprises ("DBEs") participating in the Project. Contractor shall hire reliable and dependable subcontractors. Contractor and its subcontractors found guilty of unethical, irresponsible business practices according to governmental authority will be suspended and debarred from conducting future business with Nashville MTA.

10. Waiver

10.1. 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.

11. Nashville MTA Owned Data

11.1. Nashville MTA will own and retain rights to all of its data. Some data will need to be disclosed to Contractor for purposes necessary for design and implementation. Contractor will treat Nashville MTA information as strictly confidential.

12. Insurance

12.1. 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 Nashville MTA)
- b) General Liability Insurance in the amount not less than one million dollars (\$1,000,000) combined single limit each occurrence for bodily injury and property damage.
- c) Professional liability insurance, errors & omissions insurance, or malpractice insurance, whichever may be customary in the professional field, in the minimum amount of one million dollars (\$1,000,000.00) per claim/annual aggregate. Such coverage must be maintained for a period of three (3) years following termination of this Contract or final acceptance by Nashville MTA of the Services, whichever is later. This provision shall expressly survive the termination of the Services or the Contract.
- d) Automobile Liability Insurance in the amount not less than a combined single limit of one million dollars (\$1,000,000) covering Contractor's owned, non-owned, leased or rented vehicles.
- e) Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and employer's liability insurance with limits of no less than one hundred thousand (\$100,000) dollars, as required by the laws of Tennessee. (Not required for companies with fewer than five (5) employees).
- f) other insurance
- g) Such insurance shall:
 - 1. Contain or be endorsed to contain a provision that includes Covered Entities as additional insureds and loss payees with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the Covered Entities.
 - 2. For any Claims related to this Contract, Contractor's insurance coverage shall be primary insurance as respect to the Covered Entities. Any insurance or self-insurance programs

covering the Covered Entities shall be excess of Contractor's insurance and shall not contribute with it.

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

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

5. Other Insurance Requirements. Contractor shall:

a) Prior to commencement of the Services, furnish Nashville MTA with original certificates and amendatory endorsements effecting coverage required by this Section 12 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.

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

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

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

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

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

g) 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.

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

13. Employment and Nondiscrimination

13.1. 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.

13.2. 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.

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

14. Ethical Standards

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

14.2. 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.

14.3. Breach of the provisions of this Section 14 is, in addition to a Default of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Nashville MTA contracts.

15. Assignment-Consent Required

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

16. Remedies

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

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

17. Governing Law and Venue

17.1. 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.

17.2. 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.

18. Entire Agreement

18.1. 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.

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

19. Compliance with Federal Regulations

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

20. Export

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

21. Force Majeure

21.1. 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.

22. Severability

22.1. 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.

23. Notices

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

Nashville MTA: Nashville Metropolitan Transit Authority
430 Myatt Drive
Nashville, TN 37115
Attn: Procurement Department

Contractor: [Contractor's name]
[Street Address]
[City, State Zip]
Attn: _____

24. Counterparts

24.1. 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 Metropolitan Transit Authority

[Contractor]

Stephen G. Bland, Chief Executive Officer

Authorized Signatory

Date: _____

Title: _____

Date: _____

Exhibit A to Contract
Federal Transit Administration Clauses

1. Incorporation of Federal Transit Administration (FTA) Terms

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all 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.

2. Notice to Third Party Participants

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

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 age 40 and over on the basis of age.
- 4 **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

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

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

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.

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:

Withholding monthly progress payments;
Assessing sanctions;
Liquidated damages; and/or
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).

5. No Government Obligation to Third Parties

The Recipient 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 Recipient, 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.

6. 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.

7. 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.

8. 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, 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. § 200.334. 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 in accordance with 2 CFR § 200.337.
- 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 in accordance with 2 CFR § 200.337.

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 (42 U.S.C. § 6201).

10. 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.

11. 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.

12. Federal Tax Liability and Recent Felony Convictions

- (1) 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.

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 subagreement.

13. Termination

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination.

The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

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

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

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the

Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

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

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit 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.

Termination for Default (Supplies and Service)

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

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

Termination for Default (Transportation Services)

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

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract,

Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

2. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and
3. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
4. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

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

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any

property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

14. Debarment and Suspension

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer 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 bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

15. 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.

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.

16. 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 nonappropriated 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

(a) 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.

17. 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.”

18. Violation and Breach of Contract

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the 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 agencies 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 agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within 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 agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the 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.

19. 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).)

20. Patent Rights and Rights in Data

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.

- a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
- b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data

as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

21. Conformance with ITS National Architecture

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. 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).

22. Solid Wastes

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

23. 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.
- b) 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.
- c) See Public Law 115-232, section 889 for additional information.
- d) See also § 200.471.

24. Contract Work Hours and Safety Standards Act

- a. (1) through (4) of this section Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (2) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (3) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (4) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (5) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs.”

Exhibit B to Contract
Tennessee State Contract Clauses

1. Conflicts of Interest

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

2. Lobbying

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

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

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

3. Nondiscrimination

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

4. Public Accountability

If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating: NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State

Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

5. Public Notice

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

6. Records

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

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

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

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

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

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

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

7. Environmental Tobacco Smoke

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

Exhibits To Be Added to Final Contract for Execution

Exhibit C - Scope of Work/Services

Exhibit D – Contractor’s Accepted Price Proposal