



Request for Proposal (RFP) 2023139
EMSID

Date Issued: January 17, 2024

Proposal Due: February 12, 2024, 1:00 P.M. CT.

Facilitator:
Wade McMillian
Procurement Project Administrator
Wade.mcmillian@nashville.gov
615-862-5961



REQUEST FOR PROPOSAL

MTA Main Office
430 Myatt Drive
Nashville, TN 37115

**PROPOSALS MUST BE RECEIVED
PRIOR TO 1:00 P.M. CT.
February 12^h, 2023
PROPOSAL NUMBER
2023139**

INSTRUCTIONS:

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

Nashville Metropolitan Transit Authority (MTA) (hereafter may be referred to as the “Agency”) is seeking matching grant applications from eligible organizations to assist in implementing the Coordinated Public Transit – Human Services Transportation Plan (CPT-HSTP) to secure eligible capital and operating project funds via Federal EMSID funding and to award to eligible sub-recipients.

- SECTION I Introduction
- SECTION II Instructions to Proposer
- SECTION III Application Instructions
- SECTION IV Evaluation & Selection Process, Application, and General Terms & Conditions
- SECTION V Federal Transit Administration Clauses and Forms
- SECTION VI Contract Terms and Conditions (Proposed)

ADDENDA REQUEST

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

I HAVE READ AND UNDERSTOOD THIS REQUEST FOR PROPOSAL (RFP) and do herein request copies or notices of addenda. The information requested below must be received no later than, **1:00 P.m. (CT), 01/24/2024** at the address above; or via e-mail at **wade.mcmillian@nashville.gov**.

Company Name	Phone Number	Fax Number
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Address

Point of Contact	E-mail Address
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QUESTIONS/CLARIFICATION DEADLINE

All questions, requests for clarification, and other inquiries related to this RFP must be received by Wade McMillian, Procurement and Project Administrator, no later than **1:00 P.m. CT, January 29th, 2023**, at the address above; or via e-mail at wade.mcmillian@nashville.gov.

PROPOSAL DEADLINE

Proposals will be accepted, at the Agency’s office located at 430 Myatt Drive, Nashville, TN 37115, until **1:00 P.m. CT, February 12th, 2024**. Proposals received after this date and time will not be accepted. Proposals are not opened with regular mail.

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I. INTRODUCTION

The mission of the Nashville Metropolitan Transit Authority (Agency) is:

To provide public transportation services to our community and its visitors so they can achieve greater mobility and experience a cleaner, healthier environment with less traffic congestion.

1.1 GENERAL

The Agency is seeking matching grant applications from eligible organizations to assist in implementing their Coordinated Public Transit - Human Services Transportation Plan (CPT-HSTP).

There is \$671,662 in Federal EMSID funding available for Capital projects. The maximum amount of Federal EMSID funding available for operating projects is limited to \$549,540 Federal.

1.2 OVERVIEW

The Agency provides public transportation services to citizens and visitors within the Metropolitan Nashville area and throughout Middle Tennessee. Nashville MTA is a unit of the Metropolitan Government of Nashville & Davidson County. For additional information regarding the Nashville MTA please visit www.nashvillemta.org.

The Agency seeks one-year firm-fixed contracts with successful Applicants.

Section VI, *Proposed Contract*, provides a more detailed description of the legal requirements.

1.3 THE COORDINATED PUBLIC TRANSIT - HUMAN SERVICES TRANSPORTATION PLAN

The purpose of the Coordinated Public Transit - Human Services Transportation Plan (CPT-HSTP) is to improve transportation services for persons with disabilities, older adults, and individuals with lower incomes by ensuring that communities coordinate transportation resources provided through multiple federal programs. Coordination will enhance transportation access, minimize duplication of services, and facilitate the most appropriate and cost-effective transportation possible with available resources.

The CPT-HSTP was developed through the partnership of the Nashville Metropolitan Transit Authority (MTA) and the Greater Nashville Regional Council (GNRC).

GNRC serves as the Metropolitan Planning Organization (MPO) for Middle Tennessee. In this role, GNRC is the federally designated transportation planning agency for more than 3,000 square miles and more than 1.5 million people throughout Davidson, Maury, Robertson, Rutherford, Sumner, Williamson, and Wilson counties.

MTA is the Direct Recipient of two (2) sources of federal program funds for the Nashville Region used specifically to accomplish the aims of the CPT-HSTP:

- a) Section 5307 Funds for Job Access Reverse Commute (JARC) Projects and,
- b) Enhanced Mobility of Seniors and Individuals with Disabilities (EMSID) Funds.

As the Direct Recipient MTA applies to the Federal Transit Authority (FTA) for funds awarded under the two programs.

Nashville MTA works closely with MPO to solicit, review, and approve applications. Applicants submitting successful matching grant applications in response to this RFP will be awarded funding by the MPO through this competitive process.

The three categories of eligible sub-recipients of EMSID funds are:

- a) Private non-profit organizations;
- b) State or local governmental agency; and
- c) Operators of public transportation services including private operators of public transportation services.

The complete CPT-HSTP is available at:

<https://www.gnrc.org/DocumentCenter/View/1034/Coordinated-Human-Services-Transportation-2016>

1.4 FEDERALLY FUNDED PROGRAM AVAILABLE

ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES

The FTA requires that eligibility be open to projects that are public transportation services and alternatives that assist individuals with disabilities and seniors with transportation.

Section 5310 funds are available for capital to support the provision of transportation services to meet the specific needs of seniors and individuals with disabilities.

Not less than 55 percent of the apportionment for the region shall be available for public transportation capital projects planned, designed, and carried out to meet the specific needs of seniors and individuals with disabilities when public transportation is insufficient, unavailable, or inappropriate.

Examples of Eligible Capital Projects are:

- Acquisition of expansion or replacement buses or vans, and related costs; vehicle rehabilitation or overhaul; preventive maintenance; radios and communication equipment; and vehicle wheelchair lifts, ramps, and securement devices.
- Installation of additional securement locations in public buses beyond what is required by the ADA.
- Passenger facilities and amenities.
- Support facilities and equipment- Extended warranties that do not exceed the industry standard; Computer hardware and software; Transit-related intelligent transportation systems (ITS); Dispatch systems; and Fare collection systems.
- Lease of equipment when lease is more cost effective than purchase. Note that when lease of equipment or facilities is treated as a capital expense, the recipient must establish criteria for determining cost effectiveness in accordance with FTA regulations.
- Acquisition of transportation services under a contract, lease, or other arrangement.
- Support for mobility management and coordination programs among public transportation providers and other human service agency providing transportation. Mobility management is an eligible capital cost. Mobility management techniques may enhance transportation access for populations beyond those served by one agency or organization within a community. Mobility management is intended to build coordination among existing public transportation providers and other transportation service providers with the result of expanding the availability of service. Mobility management activities may include:
 - The promotion, enhancement, and facilitation of access to transportation services,

including the integration and coordination of services for individuals with disabilities, seniors, and low-income individuals;

- Support for short-term management activities to plan and implement coordinated services;
 - The support of state and local coordination policy bodies and councils;
 - The operation of transportation brokerages to coordinate providers, funding agency, and passengers;
 - The provision of coordination services, including employer-oriented transportation management organizations' and human service organizations' customer-oriented travel navigator systems and neighborhood travel coordination activities such as coordinating individualized travel training and trip planning activities for customers;
 - The development and operation of one-stop transportation traveler call centers to coordinate transportation information on all travel modes and to manage eligibility requirements and arrangements for customers among supporting programs; and
 - Operational planning for the acquisition of intelligent transportation technologies to help plan and operate coordinated systems inclusive of geographic information systems (GIS) mapping, global positioning system technology, coordinated vehicle scheduling, dispatching and monitoring technologies, as well as technologies to track costs and billing in a coordinated system, and single smart customer payment systems.
- Capital activities to support ADA-complementary paratransit service.
 - Making accessibility improvements to transit and intermodal stations not designated as key stations.

Examples of Eligible Operating Projects are:

- Enhancing paratransit beyond minimum requirements of the ADA. ADA-complementary paratransit services can be eligible under the Section 5310 program in several ways:
 - a) Expansion of paratransit service parameters beyond the three-fourths mile required by the ADA;
 - b) Expansion of current hours of operation for ADA paratransit services that are beyond those provided on the fixed-route services;
 - c) The incremental cost of providing same day service;
 - d) The incremental cost (if any) of making door-to-door service available to all eligible ADA paratransit riders, but not on a case-by-case basis for individual riders in an otherwise curb-to-curb system;
 - e) Enhancement of the level of service by providing escorts or assisting riders through the door of their destination;
- Feeder services. Accessible "feeder" service (transit service that provides access) to commuter rail, commuter bus, intercity rail, and intercity bus stations, for which complementary paratransit service is not required under the ADA.
- Travel training. Training programs for individual users on awareness, knowledge, and skills of public and alternative transportation options available in their communities. This includes travel instruction and travel training services.

- Supporting the administration and expenses related to voucher programs for transportation services offered by human service providers. This activity is intended to support and supplement existing transportation services by expanding the number of providers available or the number of passengers receiving transportation services. Vouchers can be used as an administrative mechanism for payment of alternative transportation services to supplement available public transportation. The Section 5310 program can provide vouchers to seniors and individuals with disabilities to purchase rides, including: (a) mileage reimbursement as part of a volunteer driver program; (b) a taxi trip; or (c) trips provided by a human service agency. Providers of transportation can then submit the voucher for reimbursement to the recipient for payment based on predetermined rates or contractual arrangements. Transit passes or vouchers for use on existing fixed-route or ADA complementary paratransit service are not eligible. Vouchers are an operational expense which requires a 50/50 (federal/local) match.
- Supporting volunteer driver and aide programs. Volunteer driver programs are eligible and include support for costs associated with the administration, management of driver recruitment, safety, background checks, scheduling, and coordination with passengers, other related support functions, mileage reimbursement, and insurance associated with volunteer driver programs. The costs of enhancements to increase capacity of volunteer driver programs are also eligible. FTA encourages communities to offer consideration for utilizing all available funding resources as an integrated part of the design and delivery of any volunteer driver/aide program.

More project information can be found at:

https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/C9070_1G_FINAL_circular_4-20-15%281%29.pdf Pages 35- 41 (Sec. 13-15, Ch. III, 9-15)

1.5 SOLICITATION SCHEDULE

The following estimated timeline should be used as a working guide for planning purposes. Nashville MTA reserves the right to adjust this schedule as required during the course of the Proposal process. Nashville MTA 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 on our Web site, www.nashvillemta.org.

Addenda Request Submittal Deadline	Wednesday, January 24, 2024, by 1:00 pm CT
Question/Clarification Submittal Deadline	Monday, January 29, 2024, by 1:00 pm CT
Proposal Submittal Deadline	Monday, February 12, 2024, by 1:00 pm CT

All questions must be submitted in writing, via email is recommended, to **Wade McMillian**, wade.mcmillian@nashville.gov. The answers to the questions will be posted on the Nashville MTA website, www.nashvillemta.org. 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.

1.6 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 Proposal, in presentation of the Proposal or any other activities related to responding to this Proposal.

1.7 PROPOSAL ACCEPTED

Each Proposer submits their Proposal with the understanding that the acceptance in writing by Nashville MTA of the offer to furnish the services requested shall constitute a contract between the Proposers and Nashville MTA, which shall bind the Proposers to furnish the services at the rates quoted, and in accordance with conditions and requirements of Nashville MTA. A formal contract and/or purchase order will be signed between Nashville MTA and the successful Proposers.

Each proposer submits their responses with the understanding that nothing in this solicitation shall be construed to require the Nashville MTA to award a contract.

END SECTION I

II. INSTRUCTIONS TO PROPOSERS

2.1 REQUESTS FOR CLARIFICATION

If any person submitting a Proposal is in doubt as to the true meaning of any part of the Scope of Services, other Proposal documents, finds discrepancies in or omissions from the specifications; may submit to the Procurement Department, a written request for an interpretation or correction, no later than, **1:00 p.m. Central Time (CT), Monday, January 29, 2024. Only written requests will be accepted.** E-mailed questions to the Procurement Department are acceptable. 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 Nashville MTA in determining whether the request is or is not valid. Any corrections or changes to this Proposal will be distributed to recipients who submitted the “Addenda Request” at the address provided. **Verbal questions will not be answered, thus preventing an unfair advantage to any Proposers.**

2.2 DELIVERY OF PROPOSALS

The Proposers must submit one (1) original paper copy and one (1) electronic copy (USB or email) of the Proposal, with all required forms, by **1:00 p.m., Central Time (CT), February 12, 2024, to the following address:**

Wade McMillian, Project and Procurement Administrator
Nashville MTA
430 Myatt Drive
Nashville, TN 37115

The sealed envelope, box, or appropriate package must be clearly marked with “**PROPOSAL 2023139 – EMSID**” on the lower left side and “**DO NOT OPEN WITH REGULAR MAIL.**” Nashville MTA will not consider Proposals received after the deadline. **All Proposals will be logged, by a Procurement Staff member, with the date and time of receipt.**

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

2.3 OPENING OF PROPOSALS

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

The properly identified Proposals received on time will be opened publicly and will be read aloud, and a tabulation abstract of the amounts of the base Proposals and alternates, if any, will be made available to Proposers.

Nashville MTA reserves the right to cancel this Proposal in writing or postpone or extend the date and time for submitting Proposals at any time. Nashville MTA reserves the right to reject any or all Proposals, to waive any or all informalities or irregularities in the Proposals received, to investigate the qualifications and experience of any Proposers, to reject any provisions in any Proposal, to modify Proposal contents, to obtain new Proposals, to negotiate the requested services and contract terms with any Proposers. Nashville MTA reserves the right to award the Proposal requested goods & services in full, in part and/or

a single item to one or more Proposers. Nashville MTA will determine the most responsive Proposers whose Proposal is most advantageous.

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

Proposals must indicate that the firm is prepared to enter into a contract and/or purchase order with Nashville MTA 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 and twenty days (120) from the proposed closing date for acceptance by Nashville MTA.

2.4 PROPOSAL WITHDRAWAL

Proposers will be given permission to withdraw their Proposal after it has been delivered to Nashville MTA provided Proposers makes their request by e-mail, on organizations 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 **Wade McMillian**, 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 Proposers unopened, at Proposers expense.

2.5 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 Nashville MTA upon any debt or contract, has defaulted on surety or other obligation or has failed to perform faithfully any previous contract for Nashville MTA. Nashville MTA reserves the right to request sub-contractor changes to any contract.

2.6 REJECTION OR ACCEPTANCE OF PROPOSAL

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

It is the intent of the Owner, if he accepts any alternates, to accept them in the order in which they are listed in the Proposal Form. Determination of the Lower Proposers shall be on the basis of the sum of the Base Proposal on the alternates accepted. However, the Owner shall reserve the right to accept alternates in any order which does not affect determination of the Lower Proposers.

2.7 PUBLIC RECORDS/CONFIDENTIALITY

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

2.8 FORMS PROVIDED

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

END SECTION II

III. APPLICATION INSTRUCTIONS

APPLICATION FORMAT

Proposals shall be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. Please be advised each Part referenced below is the minimum requirement requested by Agency.

Applicants shall include all of the items listed below in their matching grant application. Each section should be clearly labeled, with pages numbered. Sections must be separated by tabs. This format is necessary for evaluation purposes.

Applications shall have seven (7) tabbed Parts and include the content outlined below:

PART 1: COVER LETTER

A brief cover letter from the Proposer must be prepared on the Applicant's letterhead and signed by a representative authorized to enter into contract with Nashville MTA. It must contain at least the following information:

1. Brief description and history of your agency.
2. Designation of the individual who will be the technical primary point of contact. Include contact's name, title, address, office and cellular phone numbers, and email address.
3. Designation of the individual who would receive all further correspondence related to the project.
4. Include the physical street address of the Applicant's office responsible for the proposed service.

PART 2: EMSID CAPITAL FUND GRANT APPLICATION

Applicants are required to complete and submit the Application included in this RFP as **Appendix #1**. An Application is required for each project for which the Applicant seeks funding.

The guidelines below are included to assist in preparing an Application.

SECTION 1: STATEMENT OF NEED & PROPOSED ACTIVITY

Describe efforts to meet these criteria in as much detail as possible to help us determine the quality of service provided by your agency and its financial capability.

Need and Use of Proposed Funds

Applicant must include: the degree and urgency of need for funds; applicant's ability to conduct the proposed project through a coordinated process; proposed use of funds; and, if number of unique individuals to be served and projected number of trips that are anticipated and how those numbers were estimated.

Also include how this proposed activity does the following for the target populations

- Increases transportation options
- Improves mobility for the target populations
- Simplify the use of services
- Fill gaps in existing transportation infrastructure
- Utilize technology such as intelligent transportation systems

Target Population

Describe the target population which this project is designed to serve and what gap in public services will be filled through the use of these funds.

Measures of Effectiveness

Describe the measures which will be used to evaluate the effectiveness of the project. Explain how the project will result in a positive impact and how those impacts will be assessed.

Sustainability

Describe what proactive efforts will be undertaken to insure the continuation of the project at the end of the grant period.

SECTION 2: IMPROVE COORDINATION AMONG OTHER AGENCY AND PROVIDERS

Describe how the proposed service will:

- Serve cross-jurisdictional trips
- Develop trip sharing agreements with partner agency and other agency
- Interface with existing transportation systems
- Utilize and or expand on existing fixed-route transit systems
- Reduce barriers to coordinated service delivery (geographic, political, funding, etc.)
- Establish or expand programmatic relationships with other providers
- Partner with other local and federal agency and the private sector to provide more flexible and friendly transportation services.
- Eliminate duplicative services (either intra- or inter-agency)

SECTION 3: ORGANIZATION CAPACITY TO MEET NEEDS (FISCAL AND MANAGERIAL CAPABILITY)

Applicant must describe its ability to provide efficient/effective accessible transportation services that may include scheduling, dispatching, compliance with reporting and monitoring requirements; its fiscal accountability; process for hiring and training of drivers and other personnel and ability to maintain equipment if applicable.

SECTION 4: MAXIMIZE PROJECT COST EFFECTIVENESS

Describe any human service transportation coordination (e.g. Cost sharing arrangements, joint procurements, joint maintenance, vehicle sharing).

SECTION 5: PROJECT BUDGET

Provide a Budget **and** a Budget Narrative. Specify project expenses by task. Provide documentation of matching funds and reasonableness of budget.

Proposers are encouraged to identify scaled funding options in case insufficient funding is available to fund a project at the full requested amount. If a proposer indicates that a project is scalable, the proposer

is encouraged to provide an appropriate minimum funding amount that will fund a project with a clear explanation of how the project budget would be affected by reduced award. A lesser amount may be awarded whether or not a scalable option provided.

If a proposer is requesting funds to replace vehicle(s), please provide the following information on the vehicle(s) that are being proposed for replacement:

- Vehicle Year
- Make
- Model
- Current Vehicle Mileage

PART 3:
COMPLETE CERTIFICATION INCLUDED IN THIS RFP AS APPENDIX #2

Definition

**FEDERAL FISCAL YEAR CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION
ASSISTANCE PROGRAMS**

Awards of FTA funding are subject to certain mandatory certifications on the part of the recipient and subrecipients. These certifications variously are required by statutes, regulations, or FTA or U.S. DOT policies. Some certifications must be included with an application for assistance as a condition of FTA considering the application for an award. Other certifications may be made post-award. For the convenience of FTA's recipients, and pursuant to 49 U.S.C. § 5323(n), FTA consolidates all required certifications into a single document called the Certifications and Assurances that each applicant must submit once annually in any fiscal year in which it will apply for a new award or an amendment to an existing award.

We request that you read each Certification and Assurance and select those that will apply to any application for which your Applicant might seek federal assistance from FTA. Any award by FTA is conditioned explicitly on the applicant's Certifications and Assurances. FTA cannot make an award to an applicant that has not submitted current Certifications and Assurances. Unless FTA later determines otherwise, the applicant must comply with the Certifications and Assurances it made to receive its award. The applicant's Certifications and Assurances remain in effect until the award is closed or the end of the useful life of the project property funded by the award, whichever is later.

The purpose of the Certifications and Assurances is to consolidate the affirmative representations an applicant or recipient must make as a condition of receiving an award from FTA. THE CERTIFICATIONS AND ASSURANCES DO NOT INCLUDE ALL FEDERAL REQUIREMENTS THAT APPLY TO AN AWARD.

FTA, your Applicant, and you, as your Applicant's Authorized Representative, understand and agree that not every provision of the of Certifications and Assurances will apply to every Applicant or every Award or Project included in an Award, even if you make a single selection encompassing all Categories. Nor will every provision of each Certification or Assurance within a single Category apply if that provision does not apply to your Applicant or the Award it seeks. The type of Applicant and its application will determine which Certifications and Assurances apply.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected that apply to its Award, itself, any sub recipient, or any other Third-Party Participant in its Award, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take

appropriate measures, including, but not limited to, obtaining sufficient documentation from each sub recipient and any other Third-Party Participant as necessary to assure your Applicant’s compliance with the applicable Certifications and Assurances selected on its behalf.

Except as FTA determines otherwise in writing, if your Applicant is a team, consortium, joint venture, or partnership, it understands and agrees that you must identify the activities that each member will perform and the extent to which each member will be responsible for compliance with the Certifications and Assurances selected on its behalf. You also must identify each member’s role in the Award, whether as a Recipient, sub recipient, Third Party Contractor, or other Third-Party Participant.

It is important that your Applicant and you also understand that these Certifications and Assurances are pre-award requirements, generally imposed by federal law or regulation, and do not include all federal requirements that may apply to it or its Award.

Be aware that these Certifications and Assurances have been prepared in light of:

- The Bipartisan Infrastructure Law, as enacted in the Infrastructure Investment and Jobs Act, Public Law 117-58, November 15, 2021,
- The Fixing America’s Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015,
- Appropriations Acts or Continuing Resolutions funding the U.S. Department of Transportation during Fiscal Year 2023.

The Federal Fiscal Year Certifications and Assurances require a signature from your Agency’s attorney.

For a complete definition of each Certification please visit the link below:

<https://www.transit.dot.gov/sites/fta.dot.gov/files/2023-01/FY23-certifications.pdf>

PART 4:
TITLE VI (CIVIL RIGHTS) PLAN

Applicant must submit their Agency’s Title VI Plan.

Title VI of the 1964 Civil Rights Act says, “No person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

PART 5:
MATCHING REQUIREMENTS

Applicants are required to sign and return the Matching Requirements Certification included in this RFP as **Appendix #3**.

**PART 6:
FTA REQUIRED FORMS**

To be considered responsive, Applicants must include all of the forms provided in Section V of the RFP. Forms not applicable to this specific RFP should be completed by Applicants with an indication of “*Not Applicable*” and returned along with the proposal.

Cost Form	DBE Compliance Statement	References	Buy America
Acknowledgment of Addenda	Affidavits of Compliance DBE	Notice to Proposers	Insurance Certificate
Affidavit & Information Required for Proposers	Certificate of Authority	Certification Debarment, Suspension Lower-Tier	DBE Certificate
Proposers Certification of Eligibility	Certification of Restrictions on Lobbying	Certification of Debarment, Suspension Primary	License
Compliance Specifications	Affidavits	Subcontractors	Permits

All forms may not apply but must be submitted and indicated not applicable

**PART 7:
ACCEPTANCE OF THE PROPOSED CONTRACT TERMS AND CONDITIONS**

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

Signature is not required on the Proposed Contract included in the RFP; however, any exceptions or proposed changes to the terms and conditions must be included in this Part of your proposal. The Agency reserves the right to make changes to the Proposed Contract.

END SECTION III

IV. EVALUATION & SELECTION PROCESS, APPLICATION AND GENERAL TERMS & CONDITIONS

Applicants must qualify for funding under the guidelines set by the Federal Transit Administration (FTA) under Section 5310 EMSID.

In order to provide an incentive to serve the targeted populations in an efficient and convenient manner, proposals serving populations that qualify for EMSID or job access reverse commute funding will be given priority. Additionally, in order to ensure that projects are cost-effective, proposals must include adequate measures of effectiveness. These measures must be able to demonstrate the service can provide improved transportation to the target populations.

EVALUATION CRITERIA

The evaluation criteria were derived directly from the Coordinated Public Transit Human Services Transportation Plan (CPT-HSTP) goals and are designed to encourage innovative strategies for serving transportation disadvantaged populations. These criteria will be considered when establishing priorities. Additional information can be found here:

<https://www.gnrc.org/DocumentCenter/View/1034/Coordinated-Human-Services-Transportation-2016>

Criteria	Weight
<p>Statement of Need and Proposed Activity</p> <ul style="list-style-type: none"> Ability of the program to address current gaps in service delivery in communities where significant demand exists (See <i>Identified Gaps</i> below) 	35%
<p>Improve Coordination Among Other Agency and Providers</p> <ul style="list-style-type: none"> Supports or initiates coordination efforts that are achievable within the technical capacity of the project sponsor Establishment of new means of coordination that promote further efficiencies and opportunities 	35%
<p>Organizational Capacity to Meet Need</p> <ul style="list-style-type: none"> Makes use of available resources and leverages resources to the greatest extent possible Ability to document successful implementation for continuing projects 	10%
<p>Maximize Project Cost Effectiveness</p> <ul style="list-style-type: none"> Implements measures and efficiencies that ensure the maximization of projects costs. 	10%
<p>Project Budget and Budget Narrative</p> <ul style="list-style-type: none"> Includes narrative describing necessity of each item in budget and how it was estimated. 	10%

IDENTIFIED GAPS IN CURRENT TRANSPORTATION OPTIONS FOR THE TARGET POPULATION

The Middle Tennessee region has been growing both in employment and population for the past several decades, and that growth is projected to increase through 2040. In order to identify perceived service needs and gaps, an assessment was conducted based on public meetings comments, Advisory Committee input, and surveys. To address the needs and gaps, stakeholders at public meetings identified various strategies and activities. The strategies and activities that are best suited for addressing gaps and needs were identified by stakeholder input and professional expertise. More detailed information about each of the service gaps and unmet needs are discussed below.

Information and Awareness

- **Lack of public information regarding services:** The greatest challenge for a customer is finding information about available services and learning how to use available services. It may be difficult to collect, consolidate, and disseminate the information on the various services, but enhanced communication regarding service providers may alleviate public concerns. Transportation providers can offer “rider’s guides” and how-to-ride videos and workshops to assist customers in learning how to utilize their services.
- **Lack of provider participation in coordination:** Coordination is strongest when there is a high level of involvement. The large geographical area and the restrictive nature of service areas make it difficult for transportation providers to coordinate services. **Figure 23**, page 25, of the CPT-HSTP shows overlapping service areas and Park and- Ride locations; these could be used as transfer points for coordinated service delivery.
- **Lack of intelligent transportation systems (ITS) and other technologies:** Real-time access to data and service information could make service operations more efficient and responsive, and it could improve the trip planning capabilities of customers.

Geographical

- **Lack of service to key activity centers:** Transit systems should supplement the existing built environment and connect those places that customers frequently utilize. A transit system that connects key activity centers increases accessibility to needed or desired services; which, may be reflected in higher ridership and fare recovery ratio.
- **Lack of coverage of rural areas and suburban communities:** Long distances and low-density populations make rural trips expensive for transportation providers and customers. Suburban communities are often comprised of low-density planned unit developments with few access points to major thoroughfares; which, often results in higher cost commuter or express routes, or services with lower ridership. These areas are often prohibitive to frequent fixed-route service and results in increasingly expensive transportation services.
- **Lack of accessible first/last mile connections:** The distance between one’s trip origin or destination and the transit stop is known as the first and last mile. Connections to and from transit stops are a challenge for many customers. Making infrastructure improvements, such as ADA-accessible sidewalks or bicycle paths, and expanding demand responsive transportation options can help alleviate the challenges caused by inaccessible first and last mile connections.
- **Lack of coordination between land use and transit services:** Coordinating land use development with existing or potential transit services can create greater accessibility to retail and service locations, as well as transit services. Placing retail and office fronts adjacent to

sidewalks and bicycle- and transit friendly roadways may increase business traffic, access to community services, and transit ridership.

Time-Based

- **Lack of night and weekend service:** Individuals working twilight or night shifts often do not have transportation services available to them for return trips. Without weekend service, individuals relying on transportation services have limited access to their communities. **Figure 22**, page 24, of the CPT-HSTP shows the hours of service for public transit providers within the study area.

Client-Based

- **Lack of accessible services for persons with disabilities:** Transportation providers have a difficult time fulfilling the needs of their customers, and fewer wheelchair accessible vehicles limit the mobility of non-ambulatory residents.
- **Lack of amenities at transit stops:** Transit amenities can make customers feel safe and welcomed. Ensuring that ample lighting and shelters or benches are provided can increase the quality of services.
- **Lack of services for youth and children:** Transit-dependent families may have unique challenges getting children to school or daycare in areas where transit is insufficient or non-existent. Seasonal and temporal challenges exist when youth and children are out of school. Creating a discount youth transit pass program can alleviate the challenges and reduce costs for customers.
- **Lack of bicycle and pedestrian infrastructure and accessibility:** A challenge for many transportation providers is the coordination and connectivity with other modes of transportation. Some common challenges include: lack of safe bicycle/pedestrian pathways in low-income areas, lack of infrastructure (e.g. crosswalks, sidewalks, and bike lanes), lack of signage and wayfinding information, and lack of connecting bicycle lanes and bicycle storage facilities at high-volume transit stops.
- **Lack of services for veterans:** Veterans have a variety of transportation challenges. One of the most difficult challenges for veterans is connecting to medical and health centers, including those sponsored by the Veterans Affairs Administration. Coordination between Veterans Transportation Services and other transportation providers may resolve a few of the logistic-based challenges faced by Veterans.
- **Lack of affordable transportation options:** Transportation services are too expensive for portions of the population. It may prove a viable solution to create low-income pass programs, offer higher subsidies for transportation services to persons with low-income, or create a lower cost pass for a shorter period of time.
- **A sense of insecurity near transit stops and on transit vehicles:** Safety and security are important to customers and transportation providers alike. Safety can be improved by working with law enforcement to provide proper safety training to operators, as well as developing safety-specific programs, such as having police aboard transit vehicles.

Service Quality

- **Lack of services above and beyond what is required by ADA:** ADA-complementary service alongside local fixed-route service is required by federal regulation, but customers may need to access services and parts of the community beyond the required 3/4-mile buffer. Transportation and service providers should coordinate to ensure that services are provided throughout the region. Furthermore, organizations in charge of dispersing federal and state funding should consider creating criteria that encourage transportation providers to expand or add new service areas where service is insufficient or non-existent.
- **Low frequency of services:** Infrequent services are challenging and stressful to customers. If a service has long headways, the customer must be aware of the schedule and be sure to be at the transit stop on time or face a long wait time for the next vehicle. Transportation providers may want to evaluate ridership, current headways, and service budgets to see the feasibility of increasing service frequency.
- **A sense that riders' needs are not being met:** An individual's disability is a personal disability, and two individuals with the same disability may need different levels of assistance in utilizing services. Transit providers should train individuals that interact with persons with disabilities in the ways to properly address the needs of persons with disabilities.
- **Lack of transportation alternatives in some areas:** Transportation services in some areas of the region are insufficient, unavailable, or inappropriate. Funding should be directed towards providing services where service deserts exist, and transportation providers should coordinate to provide transportation where service is needed most.

**APPENDIX #1 MATCHING GRANT APPLICATION
 (Add Numbered Pages per Section if Needed)
 AGENCY INFORMATION**

Contact Name:			
Contact Title:			
Agency Name:			
Address:			
Telephone:			
Facsimile:			
Email:			
Website:			
Primary Service Area:	Rural: <input type="checkbox"/>	Urban: <input type="checkbox"/>	Both: <input type="checkbox"/>

PROJECT INFORMATION

SECTION 1: STATEMENT OF NEED & PROPOSED ACTIVITY

<div style="border: 1px solid black; width: 100%; height: 100%;"></div>

SECTION 2: IMPROVE COORDINATION AMONG OTHER AGENCY AND PROVIDERS

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SECTION 3: ORGANIZATION CAPACITY TO MEET NEED

||

SECTION 4: MAXIMIZE PROJECT COST EFFECTIVENESS

SECTION 5: PROJECT BUDGET AND BUDGET NARRATIVE

The EMSID grant is a reimbursable matching grant.

There is \$671,662 in Federal EMSID funding available for Capital projects. The maximum amount of Federal EMSID funding available for operating projects is limited to \$549,540.

The Applicant will only receive 50% of cost for Operating Projects (50% Federal, 0% State, and 50% Local). The Applicant will need 50% matching for Operating projects.

The Applicant will only receive 90% of cost for Capital Projects (80% Federal, 10% State, and 10% Local). The Applicant will need 10% matching for Capital projects.

In addition to completing the Project Budget below, **Applicants must also submit a Budget Narrative explaining how each line-item cost was estimated.**

Proposers are encouraged to identify scaled funding options in case insufficient funding is available to fund a project at the full requested amount. If a proposer indicates that a project is scalable, the proposer is encouraged to provide an appropriate minimum funding amount that will fund a project with a clear explanation of how the project budget would be affected by reduced award. A lesser amount may be awarded whether or not a scalable option provided.

Vehicle Replacement - If a proposer is requesting funds to replace vehicle(s), please provide the following information on the vehicle(s) that are being proposed for replacement:

- Vehicle Year
- Make
- Model
- Current Vehicle Mileage

Operating Expense:

Sample operating expenses: Salaries, benefits, marketing service, miscellaneous direct operating costs, insurance and supplies.

Capital Expense:

Capital Purchases (Explain how cost was determined.) Sample capital purchases: Mobility management, equipment, vehicles, computers, and software.

PROGRAM FUNDING REQUESTED:

BUDGET CATEGORIES	FTA AMOUNT	STATE MATCH	LOCAL MATCH	TOTAL COST
1) OPERATING BUDGET				
a)				
b)				
c)				
d)				
e)				
Total				

BUDGET CATEGORIES	FTA AMOUNT	STATE MATCH	LOCAL MATCH	TOTAL COST
2) CAPITAL BUDGET				
a)				
b)				
c)				
d)				
e)				
Total				

APPENDIX #2
FEDERAL FISCAL YEAR 2023 CERTIFICATIONS AND ASSURANCES
FOR FTA ASSISTANCE PROGRAMS
 (Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant:

The Applicant certifies to the applicable provisions of categories 01-21.

OR,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Program	_____
12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs	_____
13 State of Good Repair Grants	_____
14 Infrastructure Finance Programs	_____
15 Alcohol and Controlled Substances Testing	_____
16 Rail Safety Training and Oversight	_____
17 Demand Responsive Service	_____
18 Interest and Financing Costs	_____
19 Cybersecurity Certification for Rail Rolling Stock and Operation	_____
20 Tribal Transit Program	_____
21 Emergency Relief Program	_____

FEDERAL FISCAL YEAR 2023 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for federal assistance to be awarded by FTA)

AFFIRMATION OF APPLICANT

Name of the Sub-recipient: []

Name and Relationship of the Authorized Representative: []

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. Chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature: _____ Date: []

Name: []
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Sub-recipient): []

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____
Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity.

**APPENDIX #3
MATCHING REQUIREMENTS**

The EMSID grant is a reimbursable matching grant.

There is \$671,662 in Federal EMSID funding available for Capital projects. The maximum amount of Federal EMSID funding available for operating projects is limited to \$549,540 Federal.

The Applicant will only receive 50% of cost for Operating Projects (50% Federal, 0% State, and 50% Local). The Applicant will need 50% matching for Operating projects.

The Applicant will only receive 90% of cost for Capital Projects (80% Federal, 10% State, and 10% Local). The Applicant will need 10% matching for Capital projects. (EMSID)

I hereby certify that our organization is aware of the matching requirements and matching is in place per attached documentation.

Official Signature

Printed Name

Agency Name

Date

C. 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. PROPOSERS AFFIDAVITS NON-COLLUSION

The Proposers 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 Proposal.

3. INSURANCE REQUIREMENTS

The Applicant shall obtain and maintain throughout the contract period, (at the successful Applicant's own expense) the following types of insurance with limits not less than those set forth below:

- a) **Commercial General Liability:** \$1,000,000 combined single limit each occurrence for bodily injury and property damage.
- b) **Automobile:** Automobile Liability insurance in amounts of not less than a combined single limit of \$1,000,000 covering contractors owned, non-owned, leased, or rented vehicles.
- c) **Workers' Compensation:** Coverage A – Statutory Coverage B - \$100,000.

Upon request, the Proposers will provide a Certificate of Coverage with the Nashville Metropolitan Transit Authority named as Certificate Holder.

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

Agency may request additional insurance and/or coverage as may be required.

4. INTEREST OF MEMBERS OF NASHVILLE MTA

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

5. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS AND STATE OFFICIALS

No member of the governing body of Metro, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of activities to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract. No part of the proceeds shall be paid directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation or gifts in exchange for acting as officer, agent, employee, subcontractor, or Proposers to Nashville MTA 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 Proposers 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 Proposers further covenants that no person having such interest shall be employed in the performance of this Contract.

8. WORKERS COMPENSATION ACT

The Proposers 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 Nashville MTA, and under the control of the Proposers, and shall relieve Nashville MTA from any costs due to accidents and other liabilities mentioned in said Act.

9. SOCIAL SECURITIES ACT

The Proposers shall be and remain an independent Proposers 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 Proposers for work performed under the terms of this contract. The Proposers 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 Proposers also agrees to indemnify and save harmless the Nashville MTA from any contributions or liability therefore.

10. EQUAL EMPLOYMENT OPPORTUNITY

In implementing the Project/Contract, the Proposers may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age or national origin. The Proposers 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 Proposers 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 Proposers 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 Proposers warrants that the individuals who have signed the Proposal have the legal right and authority to bind the Proposers.

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 Proposal.

13. SUBCONTRACT APPROVAL

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

14. COST/PRICE ANALYSIS

Nashville MTA reserves the right to conduct a cost or price analysis for any purchase or service. Nashville MTA 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. Nashville MTA may require a pre-award audit, and potential Proposers shall be prepared to submit data relevant to the proposed work which will allow Nashville MTA 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 Nashville MTA reserves the right to negotiate with the single Proposers to achieve a fair and reasonable price. If both parties cannot agree upon a negotiated price, Nashville MTA 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 Proposers agrees to pay each subcontractor for satisfactory performance of its contract no later than 30 days from receipt of each payment the Proposers receives from Nashville MTA. The Proposers agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor work is satisfactorily completed. Any delay or postponement of payment from the above reference may occur only for good cause following written approval of Nashville MTA. This clause applies to both DBE and non-DBE subcontractors. If the Proposers determine the work to be unsatisfactory, it must notify Nashville MTA immediately, in writing, and state the reasons. Failure to comply with this requirement would be construed to be a breach of contract and subject to contract termination.

17. PROTEST

A. Definitions for Purposes of the section

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

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

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

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

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

C. Submission of Protest

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

The proposal and proposed contract number of the proposal.

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

Kim Hereford
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 protester is not satisfied with the response of the Director, the protester 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 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 outlined in the Best Business Practice Manual section 4.9.

18. ADDITIONAL SERVICES REQUEST

Nashville MTA 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 Nashville MTA.

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 Nashville MTA unless authorized in writing by Nashville MTA.

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. Nashville MTA 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 Nashville MTA and Proposers. Once assigned, each Agency will enter into its own contract and be solely responsible to the Proposers for obligations to the service assigned. Nashville MTA’s right of assignment will remain in force over the contract period or until completion of the contract including options, whichever occurs first. Nashville MTA shall incur no financial responsibility in connection with contracts issued by any other public Agency. The public Agency shall accept sole responsibility for placing service and payments to the Proposers.

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 Nashville MTA, unless the Nashville MTA 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 Nashville MTA contracts.

END SECTION IV

V. FEDERAL TRANSIT ADMINISTRATION CLAUSES AND FORMS

1. Contract Documents

Any contract resulting from this Proposal shall include the following;

- Request for Proposal No **2023139** and all addenda
- Applicants Offer and Guarantee
- Proposal Award/Contract

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

Federal requirements may 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.

2. No Government Obligation to Third Parties

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

3. 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.

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

- a) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR

31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

- b) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.
- c) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

5. Access to Records and Reports

The following access to records requirements apply to this Contract:

- a) Where the purchaser is not a State but a local government and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
- b) Where the purchaser is a State and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a) 1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- c) Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- d) Where a purchaser which is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive process, contractor shall make available records

related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

- e) Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- f) Contractor shall maintain all books, records, accounts and reports required under this contract for a period of 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 contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i) (11)

FTA does not require the inclusion of these requirements in subcontracts.

6. Federal Changes

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

7. Termination

- a) Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.
- b) Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that 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 contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

- c) Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract

within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient 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 the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

- d) Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e) Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice or termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract closeout 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 recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

8. Civil Rights Requirements

- a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.
- b) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
- c) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during

employment, without regard to their race, color, creed, national origin, sex or age. 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. In addition, contractor shall comply with any implementing requirements FTA may issue.

- d) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.
- e) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.

Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary, to identify the affected parties.

9. Disadvantaged Business Enterprise

- a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Agency's overall goal for DBE participation is **14%**. There is no separate contract goal for DBE participation established for this EMSID project.
- b) The contractor 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 CFR Part 26 in the award and administration of this DOT-assisted contract. 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 Nashville MTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c) The successful Proposers will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d) 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 from the Nashville MTA. In addition, the contractor may not hold retainage from its subcontractors.
- e) The contractor must promptly notify Nashville MTA, 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 Nashville MTA.

10. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated 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 request that would cause the recipient to be in violation of FTA terms and conditions.

11. 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 sub agreement.

12. Government Wide Debarment and Suspension (Non-Procurement)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to 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 or proposal, the Proposers or Applicant certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the Proposers or Applicant knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposers or Applicant 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 Proposers or Applicant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13. Breaches and Dispute Resolution

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise

furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the recipient, 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 ten days 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 recipient 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 residing State.

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 recipient 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.

14. Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or Proposal for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

15. Clean Air

- a) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- b) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

16. Clean Water

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required

to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance

17. Fly America

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

18. Contract Work Hours and Safety

- a) Overtime Requirements: No Sub-recipient or subcontractor contracting for any part of the Contract work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation no less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week.
- b) Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the Sub-recipient and any subcontractor responsible thereof shall be liable for the unpaid wages. In addition, such Sub-recipient 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 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 subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.
- c) Withholding for Unpaid Wages and Liquidated Damages: DOT, FTA, or RTC shall upon their own action or upon written request of an authorized representative of the Department of Labor withhold, or cause to be withheld, from any monies payable on account of work performed by the Sub-recipient or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.
- d) Subcontractor: The proposer or subcontractor shall insert in any subcontracts the clauses set forth in the above paragraphs under the heading of Labor Provisions and shall also require subcontractor to include these clauses in any lower tier subcontracts. The prime Sub-recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in the paragraphs of this section.
- e) The requirements of the clauses contained in 29 CFR Part 5.5 (b) or (a) through (d) above are applicable to any Contract subject to the overtime provisions of the Contract Work Hours and

Safety Standards Act and not to any of the other statues cited in 29 CFR Part 5.1. The Sub-recipient or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Sub-recipient or the subcontractor for inspection, copying, or transcription by authorized representatives of DOT, the Department of Labor, FTA, or RTC. The Sub-recipient or subcontractor will permit such representatives to interview employees during working hours on the job.

19. 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 sub agreements thereunder.

20. Transit Employee Protective Contracts

The Transit Employee Protective Provisions apply to each Contract for transit operations performed by employees of a Sub-recipient recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

- a) The Sub-recipient agrees to comply with applicable transit employee protective requirements as follows:
 - 1. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying Contract, the Sub-recipient agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Contract or Cooperative Contract with the state. The Sub-recipient agrees to perform transit operations in connection with the underlying Contract in compliance with the conditions stated in that U.S. DOL letter.

2. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non-urbanized Areas - If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Sub-recipient agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
 - b) The Sub-recipient also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

21. Drug and Alcohol and Testing

The Contractor agrees to comply with the following Federal substance abuse regulations: (a) Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq. b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable. (b) Participate in Agency's drug and alcohol program established in compliance with 49 CFR 653 and 654.

22. 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.

23. Recycled Products

The Sub-recipient agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provision of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

24. ADA Access Requirements

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

25. Veterans Preference

Veterans Preference - As provided by 49 U.S.C. § 5325(k), to the extent practicable, the contractor shall comply, agrees and assures that each of its sub-contractors: Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic

minority, female, an individual with a disability, or a former employee. Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary, to identify the affected parties.

26. 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.

27. 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.

28. School Bus Operations

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

29. Charter Service

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

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 agency 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 agency.

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

REQUIRED FORMS

FORM 1 – COST FORM – INTENTIONALLY REMOVED

FORM 2

ACKNOWLEDGMENT OF ADDENDA

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

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 3

AFFIDAVIT OF NON-COLLUSION

Affidavit and information required for Contractor:

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

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

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

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

Notary Public

My commission expires: _____

FORM 4

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The _____ (Name of Contractor) hereby certifies that it (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

Unique Entity Identifier (UEI)Number or CAGE Code

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 MTA.

Company

Authorized Signature /Date

Name Printed

Title

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

Notary Public

My commission expires _____

FORM 6 – INTENTIONALLY REMOVED

DISADVANTAGED BUSINESS ENTERPRISE COMPLIANCE STATEMENT

FORM 6 – A – INTENTIONALLY REMOVED
TENNESSEE UNIFORM CERTIFICATION PROGRAM

FORM 6 – B – INTENTIONALLY REMOVED

METROPOLITAN TRANSIT AUTHORITY/REGIONAL TRANSPORTATION AUTHORITY

FORM 6 – C – INTENTIONALLY REMOVED

NASHVILLE MTA’S FORMS FOR DEMONSTRATION OF GOOD FAITH EFFORTS

FORM 7 – INTENTIONALLY REMOVED
AFFIDAVIT OF COMPLIANCE

FORM 8

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 9
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 10

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION PRIMARY PARTICIPANT

The prospective contractor certifies, by submission of this proposal or 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 or Proposal, the Contractor or Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by MTA. If it is later determined that the Contractor or Contractor knowingly rendered an erroneous certification, in addition to remedies available to MTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor or 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 or 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

CERTIFICATION OF LOWER-TIER PARTICIPANTS

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The prospective lower tier participant contractor certifies, by submission of this proposal or 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 or Proposal, the Contractor or Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by MTA. If it is later determined that the Contractor or Contractor knowingly rendered an erroneous certification, in addition to remedies available to MTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor or 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 or Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company

Authorized Signature /Date

Name Printed

Title

FORM 12

CONTACT INFORMATION OF SIMILAR CONTRACTS/REFERENCES

1. _____

2. _____

3. _____

4. _____

Company Name

Authorized Signature /Date

Name Printed

Title

FORM 13

AFFIDAVITS

State of _____ County of _____

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

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

Contingent Fees: In accordance with the Metropolitan Government's 1992 Procurement Code, and MTA 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 MTA 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 agency 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 MTA, 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 MTA, 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 14

NOTICE TO CONTRACTOR

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 15

BUY AMERICA CERTIFICATE

(For Procurement of Steel, Iron, or Manufactured Products) (EXCLUDES ROLLING STOCK)

Certificate of Compliance with TITLE 49 USC § 5323(j)(1)

The Applicant hereby certifies that it will comply with the requirements of Title 49 USC § 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Company

Authorized Signature /Date

Name Printed

Title

Certificate of Non-Compliance with TITLE 49 USC §. 5323(j)(1)

The Applicant hereby certifies that it cannot comply with the requirements of Title 49

USC § 5323(j)(1) and 49 CFR 661.5, but it may qualify for an exception pursuant to Title 49 USC § 5323(j)(2)(A), 5323(j)(2)(B) or 5323(j)(2)(D), and the regulations in 49 CFR 661.7.

Company

Authorized Signature /Date

Name Printed

Title

FORM 16

BUY AMERICA CERTIFICATE

(Rolling stock is defined in the Buy America regulations (49 CFR Part 661.3) as: "transit vehicles such as buses, vans, cars, railcars, locomotives, trolley cars and buses, and ferry boats, as well as vehicles used for support services.")

FOR COMPLIANCE WITH TITLE 49 U.S.C. § 5323(j)(2)(C)

The Proposer hereby certifies that it will comply with the requirements of Title 49 USC § 5323(j)(2)(C) and the applicable regulations at 49 CFR. Part 661.

Company

Authorized Signature /Date

Name Printed

Title

BUY AMERICA CERTIFICATE FOR NON-COMPLIANCE WITH TITLE 49 USC § 5323(j)(2)(C)

The Proposer or Offeror hereby certifies that it cannot comply with the requirements of Title 49 USC § 5323(j)(2)(C) but may qualify for an exception pursuant to Title 49 USC § 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR Part 661.7.

Company

Authorized Signature /Date

Name Printed

Title

FORM 17

SUBCONTRACTOR INFORMATION

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

A.

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

B.

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

C.

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

D.

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

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

END SECTION V

VI. (PROPOSED) CONTRACT

NOTE: This is a Proposed Contract. Nashville MTA reserved the right to make changes to this Proposed Contract prior to execution.

**CONTRACT NO. 2023139
BETWEEN
NASHVILLE METROPOLITAN TRANSIT AUTHORITY
AND
SUB RECIPIENT COMPANY
FOR
EMSID**

This Contract No 2023139 (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**”, “**Nashville MTA**” or “**MTA**”), having its principal office located at 430 Myatt Drive, Nashville, TN 37115, and **Contractor Name** (hereinafter referred to as “**Contractor**”) (DUNS: 000), having its principal office located at, Contractors Address.

FEDERAL AWARD IDENTIFICATION: EMSID

- Federal Award Identification Number (FAIN):
- Federal Award Date (Recipient):
- Federal Awarding Agency:
- Pass-through Entity:
- Awarding Official:
- Catalog of Federal Domestic Assistance (CFDA) Name and Number:

The following documents constitute the Contract and Contract Documents. 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. 2023139
- Request for Proposed (“**RFP**”) No. 2023139
- Contractor’s Proposal dated: Date

WHEREAS, a Coordinated Public Transit - Human Services Transportation Plan, hereinafter “**CPT-HSTP**”, is required by passage of the Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users, hereinafter “**SAFETEA-LU**”, for projects which are funded under the Elderly Individual and Individuals with Disabilities and Enhanced Mobility of Seniors and Individuals with Disabilities (EMSID) Programs; and

WHEREAS, Nashville MTA has been named the Federal Transit Administration designated recipient for the Enhanced Mobility of Seniors and Individuals with Disabilities (EMSID) funding program; and 5307 Urbanized Areas Transit funding; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants and promises herein set forth and other good and valuable considerations, receipt and legal sufficiency of which is hereby acknowledged, Nashville MTA and Contractor do mutually agree as follows:

1. SCOPE OF SERVICES

1.1 Nashville MTA agrees to purchase, and Contractor agrees to provide Transportation Services as described in the Federal Funding Accountability & Transparency Act Sub-Award Reporting System (FSFR) and below (hereinafter “Services”):

a) Sub recipient provides services and support to individuals >>>>

b) Sub recipient requested >>>>>.

c) This award is not for research and development (R&D).

d) Indirect Costs: If a federally approved indirect cost rate is negotiated between the sub recipient and the Federal government, this rate must be used. If no such rate exists, the sub recipient may either negotiate a rate with the pass-through entity and the Federal government or elect the de minimis indirect cost rate as defined in § 200.414 Indirect (F&A) costs, paragraph (f), if eligible.

1.2 Contractor acknowledges and agrees to the reporting requirements for this Contract, Quarterly Information for CPT-HSTP Services (hereinafter “Report”) **Exhibit B**. The Contractor **MUST** submit Report to Nashville MTA no later than the 15th day of the month, following the end of each quarter, for the term of this Contract. Reports will be sent to **Billy Higgins**, email: Billy.Higgins@nashville.gov. In the event Contractor fails to comply with the terms of the reporting requirements Contractor acknowledges and agrees Nashville MTA shall have the right to the immediate termination of this Contract for Contractor non-compliance. Nashville MTA, at its sole discretion, may grant Contractor an opportunity to cure Contractor’s non-compliance.

1.3 Contractor acknowledges and agrees to comply with Nashville MTA’s Program Management Plan, the Tennessee State Management Plan, the Tennessee Department of Transportation Governmental Grant Contract Clauses (Exhibit A) and MTA’s CPT-HSTP Sub-recipient Guidance Book.

1.4 Nashville MTA shall incorporate into this Contract all requirements imposed by the Federal government so that the Federal award is used in accordance with Federal statues, regulations and the terms and conditions of the Federal award, i.e. federally required clauses. This includes the incorporation of FTA’s Master Agreement, applicable FTA guidance, and Code of Federal Regulations (CFR) Title 2 Chapter I and II, Part 200.

1.5 Contractor acknowledges and agrees that no driver, while providing services, will utilize any personal electronic device, of any type and in any way while operating the vehicle.

2. TERM / PERIOD OF PERFORMANCE

2.1 The term of the Contract shall be for 12 months. The Contract start date will be Month Day, Year. The Contract end date will be Month Day, Year.

2.2 This Contract may not be extended.

2.3 Nashville MTA Contract obligations shall automatically terminate at Contract end date.

3. COMPENSATION

3.1 This Contract shall have a not to exceed value of \$0.00.

RFP NO. 2023139	(FTA)	(State)	Local Match	Total Project Award:
EMSID Award:	\$0.00	\$0.00	\$0.00	\$0.00

3.2 All Contractor invoices shall include the required matching documentation and comply with the terms of this Contract. The invoice will be submitted to Nashville MTA, 430 Myatt Drive, Nashville, TN 37115.

3.3 There will be no other charges or fees for the performance of this Contract unless agreed to in writing by both parties. Nashville MTA shall make reasonable efforts to make payments within thirty (30) days of received and approved invoice.

4. TAXES

4.1 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.

5. COPYRIGHT, TRADEMARK, SERVICE MARK, OR PATENT INFRINGEMENT

5.1 Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against Nashville MTA to the extent that it is based on a claim that the service or work products furnished infringe on a copyright, trademark, service mark, or patent. The Contractor shall have sole discretion in selecting counsel. Contractor shall further indemnify and hold harmless Nashville MTA against any award of damages and costs made against Nashville MTA by a final judgment of a court of last resort in any such suit. Nashville MTA shall provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. Nashville MTA reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon Nashville MTA unless approved by the Nashville MTA Board.

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

- a) Procure for Nashville MTA the right to continue using the products or services.
- b) Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to Nashville MTA, so that they become non-infringing.
- c) Remove the products or discontinue the services and cancel any future charges pertaining thereto provided, however, that Contractor will not exercise option III above until Contractor and Nashville MTA have determined that options I and II are impractical.

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

- a) The use of the service or work products in combination with apparatus or devices not supplied or else approved by Contractor.
- b) The use of the service or work products in a manner for which the service or work products were neither designated nor contemplated.
- c) The claimed infringement in which Nashville MTA has any direct or indirect interest by license or otherwise, separate from that granted herein.

6. MAINTENANCE OF RECORDS

6.1 Contractor shall maintain documentation for all charges against Nashville MTA. The books, records, and documents of Contractor, insofar as they relate to services performed or money received under the Contract, shall be maintained for a period of seven (7) 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.

7. MONITORING

7.1 The Contractor's activities conducted, and records maintained pursuant to this Contract shall be subject to monitoring, auditing and evaluation by Nashville MTA, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

8. NASHVILLE MTA PROPERTY

8.1 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 work product, and property produced during the performance of this Contract are deemed to be Nashville MTA property.

9. MODIFICATION OF CONTRACT

9.1 This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed by all parties and their signatories hereto.

10. PARTNERSHIP/JOINT VENTURE

10.1 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 the Contractor is an independent Contractor to Nashville MTA and as such shall be viewed in law and equity as an independent Contractor. No vicarious liability shall be imposed upon the Nashville MTA; Greater Nashville Regional Council, its employees, officers, Board members and member governments; Metropolitan Government of Nashville and Davidson County by any action of the Contractor in the performance of this Contract nor shall the doctrine of respondent superior be applicable to the Nashville MTA; Greater Nashville Regional Council, its employees, officers, Board members and member governments; Metropolitan Government of Nashville and Davidson County through this Contract. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

11. WAIVER

11.1 No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

12. EMPLOYMENT

12.1 Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

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 Contract.

13.3 Violation of either 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.

13. WARRANTY

13.1 Contractor warrants the preparation of materials, the selection of personnel, the fitness and operation of its recommendations, and the performance of other services under this Contract, pursuant to a high standard of performance in the profession. Contractor warrants that it will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval or acceptance by Nashville MTA of any of Contractor's service or work products under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Contractor, its employees, agents or associates 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 service or work products prepared by Contractor, its employees, associates, agents, or Subcontractors.

13.2 In the event services performed are not acceptable, Nashville MTA will furnish a letter of non-acceptance detailing the deficiencies within thirty (30) days after delivery or service performance. Acceptance of delivery of an item or service performed shall not release the Contractor from liability for services not performed, faulty workmanship, or materials appearing even after final payment have been made.

14. EXISTING NASHVILLE MTA PROPRIETARY RIGHTS

14.1 Nashville MTA will retain existing ownership and all proprietary rights to its information. Some information may need to be disclosed to Contractor for purposes necessary for design and implementation. Contractor will treat Nashville MTA information as strictly confidential.

15. NASHVILLE MTA OWNED DATA

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

16. INDEPENDENT CONTRACTOR

16.1 Contractor is offering its services under this Contract as an independent Contractor to Nashville MTA. In determining the existence of the Contractor, independent Contractor status, the common law right to control shall apply. It is understood and agreed by Nashville MTA and Contractor that Contractor is and shall be viewed, treated and held out to be an independent Contractor. Contractor and its employees are not employees or agents of Nashville MTA and are not eligible nor will receive any benefits through Nashville MTA, including but not limited to: federal social security, health, dental, or prescription of life insurance benefits, credit union or deferred compensation plans, and annual and sick leave benefits.

17. COMPENSATION OF CONTRACTOR'S PERSONNEL

17.1 As neither Contractor nor Contractor's personnel are Nashville MTA employees, Nashville MTA shall not take any action or provide Contractor's personnel with any benefits or commitments inconsistent with any of such undertakings by Contractor. Rather, Contractor shall bear sole responsibility for payment of compensation to its personnel. Contractor shall procure and maintain Worker's Compensation Insurance

as stated in Section 18 Insurance.

18. INSURANCE

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

- 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 of one million (\$1,000,000) dollars
- c) Professional Liability Insurance in the amount of one million (\$1,000,000) dollars
- d) Automobile Liability Insurance in the amount of one million (\$1,000,000) dollars (if vendor will be making on-site deliveries)
- 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

18.2 Such insurance shall:

1. Contain or be endorsed to contain a provision that includes Nashville MTA, its officials, officers, employees, and volunteers as additionally insured with respect to liability arising out of work or operations performed by or on behalf of the 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 above-listed insured.

2. For claims related to this Contract, Contractor's insurance coverage shall be primary insurance as respects Nashville MTA, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering Nashville MTA, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not be applied concurrently.

3. Automotive Liability Insurance including vehicles owned, hired, and non-owned shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes Nashville MTA, its officials, officers, employees, and volunteers as additional insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor.

4. Worker's Compensation (if applicable): Contractor shall maintain workers' compensation insurance 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 for all of the latter 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 services, furnish Nashville MTA with original certificates and amendatory endorsements effecting coverage required by this section and provide that such

insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

Attn: Wade McMillian - Procurement Department
Nashville Metropolitan Transit Authority
430 Myatt Drive
Nashville, TN 37115

- 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 services commence until services are completed and attach the certificates of insurance in Nashville MTA system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by Nashville MTA as a material breach of 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 appeal to the Nashville MTA Director of Risk Management Services.
- f) Require all Subcontractors to maintain during the term of the agreement 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 in Nashville MTA's system.
- g) Any deductibles and/or self-insured retentions greater than \$10,000 dollars must be disclosed to and approved by Nashville MTA prior to the commencement of services.
- h) If the Contractor has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

Upon request, the Applicant will provide a Certificate of Coverage with the Nashville Metropolitan Transit Authority named as Certificate Holder.

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

Agency may request additional insurance and/or coverage as may be required.

19. INDEMNIFICATION AND HOLD HARMLESS

19.1 Contractor will indemnify, defend and hold harmless Nashville MTA, its officers, agents and employees from:

19.2 Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, in connection with the performance of the Contract, and,

19.3 Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, to observe applicable laws,

including, but not limited to, labor laws and minimum wage laws.

19.4 Nashville MTA will not indemnify defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.

20. ASSIGNMENT

20.1 Neither party may assign its rights or delegate its responsibilities under this Contract.

21. GOVERNING LAW

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

22. VENUE

22.1 Any action between the parties arising from this Contract shall be maintained in the courts of Davidson County of the State of Tennessee.

23. ENTIRE AGREEMENT

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

24. EXPORT

24.1 Contractor represents and warrants that neither the product, documentation, work nor the work product shall 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.

25. FORCE MAJEURE

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

26. SEVERABILITY

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

27. CONTRACT ALTERATIONS

27.1 No alterations or variables in the terms of this Contract and the RFP shall be valid or binding upon Nashville MTA unless agreed to and authorized in writing by Nashville MTA.

28. COUNTERPART

28.1 It is agreed that this Contract may be signed either on a single document, or in counterpart, and when executed, such counterparts shall have the same force and effect as if originally executed on one document.

29. ATTORNEY FEES

29.1 If at any time it is necessary for either party to undertake any action to enforce the terms of this Contract the parties agree to pay all costs of the prevailing party, including reasonable attorney fees and court costs.

30. DISCLOSURE

30.1 **As a recipient of public funds the Contractor is obligated and shall agree to post the below notice so it is visible to the Public.** 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.

31. VEHICLE AND EQUIPMENT – USEFUL LIFE MANAGEMENT

31.1 The Contractor agrees to comply with the FTA Circular 5010.1D and the FTA Master Agreement in accordance with the terms as they apply to the management of federally funded vehicles and equipment. If Contractor requires additional information regarding the requirements please contact Nashville MTA.

32. USE OF NASHVILLE MTA'S NAME IN ADVERTISING OF PUBLIC RELATIONS

32.1 Nashville MTA reserves the right to review and approve related copy prior to publication. The Contractor agrees not to allow Nashville MTA related copy to be published in Contractor's advertisements or public relations programs unless such copy has been submitted and received prior written approval from Nashville MTA. Such approval shall not be unreasonably withheld. The Contractor shall include this requirement in all subcontracts.

33. TERMINATION

33.1 **Breach.** Should Contractor or MTA 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, either party shall have the right to terminate the Contract with a thirty (30) day notice and cure period. Such termination shall not relieve either party of any liability to the other for damages sustained by virtue of any breach by the other party.

33.2 **Lack of Funding.** Should funding for this Contract be discontinued, MTA shall have the right to terminate the Contract immediately, with no penalty, upon written notice to Contractor.

33.3 **Termination for Convenience** Nashville MTA may terminate this Contract, in whole or in part, at any time with thirty (30) days written notice to the Contractor. Upon receipt of such notice, the Contractor shall perform no further services under the Contract. Settlement payment will be based on successful delivery or service prior to termination. Nashville MTA shall pay the aggregate price of delivered service computed in accordance with the prices specified in the Contract. If the Contractor has any property in its possession belonging to the Nashville MTA, the Contractor will account for the same, and dispose of it in the manner the Nashville MTA directs.

34. GRATUITIES AND KICKBACKS

34.1 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 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 solicitation 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 Nashville MTA Contracts.

35. NOTICES

35.1 Each person executing this Contract on behalf of an entity personally certifies and warrants to all other parties that this Contract has been duly authorized and approved by such entity, that such person is authorized to sign on behalf of such entity, that no other signature is required to bind such entity, and that such entity shall be legally bound as set forth herein by such signature.

35.2 Any and all notices, requests, demands and other communications contemplated, called for, permitted or required to be given hereunder shall be in writing under this Contract and shall be sent to:

Agency: Attn: Wade McMillian - Procurement Department
Nashville Metropolitan Transit Authority
430 Myatt Drive
Nashville, TN 37115

Contractor: Proposer's Name
Address
City, State ZIP

IN WITNESS WHEREOF, Agency and Contractor have executed this contract as of the date first above written

Nashville Metropolitan Transit Authority

Proposers Company Name

Stephen G. Bland, Chief Executive Office

Authorized Signatory

Date: _____

Date: _____

END REQUEST FOR PROPOSAL 2022091

**State of Tennessee, Department of Transportation
Governmental Grant Contract Clauses**

- A.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.
- A.2. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all 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 and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- A.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.
- A.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.

- A.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." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- A.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.

A.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.”

EXHIBIT B

**CPT-HSTP Quarterly Narrative
Performance Report**

1. Sub Recipient Agency: _____
Contact Name: _____
Contact Phone: _____
Contact Email: _____

2. How many months has the service been in operation? (#of months) _____

3. Select the category that best describes the geographic area where the service was provided.
Circle appropriate response

- | | |
|--------------|--|
| Neighborhood | State |
| City or Town | Tribal Land |
| County | Multiple jurisdictions (please describe below) |
| Region | Other (please describe below) |
-

4. Within your run/shuttle, how many people did you pick up this quarter: _____

5. Total Number of one-way passenger trips: _____

6. Total Number of Trips to date: _____

7. Total Number of Miles this quarter: _____

8. Total Number of Miles to date: _____

9. Provide the following information of the service provided during this reporting period

- (1) **Gaps in Service Filled:** Provision of transportation options that would not otherwise be available measured in unique numbers of individuals afforded mobility that they would not have had without program support.
- (2) **Ridership:** Actual or estimated number of trips provided.
- (3) **Assets:** Additions or changes to equipment and vehicles that impact the availability of transportation services during the reporting period.

Utilizes the **JARC-EMSID Required Reporting Elements** that follows for details.

10. Service Description – Provide a detailed description (1-2 paragraphs) of the service provided.
(Please type in the text box below. It will expand as you type)

11. Evaluation – Evaluate your project during this period. Did you follow the scope of services in your proposal? If not, explain why.
(Please type in the text box below. It will expand as you type)

12. Accomplishments – Highlight your greatest accomplishments in this period. Describe any especially successful or innovative elements.

(Please type in the text box below. It will expand as you type)

13. Lessons learned – What advice would you give to someone else starting a service like yours? What do you wish you had known when you started the service?

(Please type in the text box below. It will expand as you type)

14. Funding Period Expenditures – Following the line items from your budget narrative that was presented in your RFP, please indicate your quarterly expenditures per service type using the chart below. **(check appropriate box)**

January- March _____

October-December _____

April- June _____

Other _____

July-September _____

Description	Amount
Operating -	
Operating -	
Operating -	
Operating -	
Operating -	
Capital -	
Capital -	
TOTAL	

Describe Capital Purchases:

JARC-EMSID Required Reporting Elements

Service Type	JARC-Funded Services	EMSID -Funded Services
Fixed route Flexible route Shuttle Feeder	# of one-way trips # of revenue hours Route length (one way in miles) # of vehicles in service Average seats per vehicle # of jobs targeted (if applicable)	# of one-way trips (shuttle & feeder service only)
Demand response	# of one-way trips # of revenue hours Geographic coverage (state, county, city, or town) Service area (square miles) # of vehicles in service Average seats per vehicle # of jobs targeted (if applicable)	# of one-way trips (e.g., same-day ADA paratransit service, volunteer programs, aide/escort programs)
User-side subsidy/ vouchers (e.g., taxi)	# of one-way trips # of jobs targeted (if applicable)	# of one-way trips
Mobility manager	# of customer contacts # of one-way trips (if mobility manager also provides service)	# of customer contacts # of one-way trips (if mobility manager also provides service)
One-stop center/ Customer referral	# of customer contacts	# of customer contacts
Trip/ Itinerary planning	# of customer contacts	# of customer contacts
One-on-one travel training	# of persons trained	# of persons trained
Group training	# of persons trained	# of persons trained
Internet-based information	# of web hits	# of web hits
Information materials/marketing	Project description/target audience(s) # of units (if applicable)	Project description/target audience(s) # of units (if applicable)
Vehicles for individuals	# of one-way trips (if applicable) # of vehicles/loans (or repairs) provided/subsidized (as applicable)	# of one-way trips (if applicable) # of vehicles/loans (or repairs) provided/subsidized (as applicable)
Vehicles for agencies	# of one-way trips (if applicable) # of vehicles added	# of one-way trips (if applicable) # of vehicles added
Vanpool	# of one-way trips # of vehicles added (if applicable)	# of one-way trips # of vehicles added (if applicable)
Other capital projects	Description # of units added (if applicable)	Description (e.g., ITS improvements, large capacity wheelchair lifts and/or additional securement areas beyond required) # of units added (if applicable)

Service Matrix

[Due: First Quarterly Report and at Close Out, unless service changes]

Primary Service goal and Output Measures (Select the one(s) applicable to you by placing an X in the appropriate box(es) per service)					
Funded Service	A. Expanded geographic coverage	B. Extended hours/days of service	C. Improved system capacity	D. Improved access / connections	E. Improved customer knowledge
I. Trip-Based					
1. Shuttle/feeder service					
2a. Expanded ADA paratransit					
2b. Same-day ADA paratransit service					
2c. Door-to-door or door-through-door					
2d. Volunteer driver program					
3. User-side subsidy/vouchers (e.g., taxis)					
4. Vanpool					
5. Aide/escort assistance					
II. Information-Based					
1. Mobility manager					
2. One-stop center/referral					
3. Trip/itinerary planning					
4a. One-on-one transit training (“travel training”)					
4b. Transportation resource training (“group training”)					
5. Internet-based information					
6. Information materials / marketing					
7. Driver training (for individuals)					
III. Capital Investment					
1. Vehicle for individual					
2a. Vehicle for transit agency					
2b. Vehicle for other agency					
2c. Accessible taxis					
3. Vanpool vehicles					
4. Car-sharing					
5. ITS-related hardware / software investments					
6a. Elevators					
6b. Large capacity wheelchair lifts added to vehicles					
6c. Wheelchair securement areas added to vehicles					
6d. Other infrastructure improvements					

Quarterly Rolling Stock Status Report

Year:	
Make:	
Model:	
VIN #:	
Plate #:	
Vehicle #	

Date Placed in Service:

Mileage at the end of the reporting period:

Condition of:

1. Exterior condition (Paint Condition / Body Damage / Cleanliness)

Excellent
 Good
 Fair
 Poor
 Needs Immediate Attention

Comments:

2. Lights, Mirrors, Glass (Breaks, Cracks, Not Functioning Lights)

Excellent
 Good
 Fair
 Poor
 Needs Immediate Attention

Comments:

3. Interior (Upholstery, Safety Belts, Floor, Door Operation, Lights, Cleanliness)

Excellent
 Good
 Fair
 Poor
 Needs Immediate Attention

Comments:

4. Engine Running (Difficulty Starting, Excessive Noise, Visible Exhaust, Noticeable Odors (other than diesel exhaust), Evidence of Oil Leaks on Ground)

Excellent
 Good
 Fair
 Poor
 Needs Immediate Attention

Comments:

5. Tires (Visibly worn, Sidewall Cuts or Cracks, Appear Under Inflated)

Excellent
 Good
 Fair
 Poor
 Needs Immediate Attention

Comments:

6. Wheelchair Lift / Ramp (Operates Properly, No Exposed Hazards, Cleanliness)

Excellent
 Good
 Fair
 Poor
 Needs Immediate Attention

Comments:

7. Safety (loose items in driver and passenger compartment, etc.)

Comments: