



Request for Proposal 2023131
Demand Response Transportation Service

Date Issued: September 9, 2023

Proposal Due: October 13, 2023

Facilitator:
Kim Hereford
Procurement Manager
Kim.hereford@nashville.gov
615-862-6118

REQUEST FOR PROPOSALS

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

<p>PROPOSALS MUST BE RECEIVED PRIOR TO 1:00 p.m. <u>October 13, 2023</u></p> <p>PROPOSAL NUMBER 2023131</p>
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INSTRUCTIONS:

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

The Nashville Metropolitan Transit Authority (Nashville MTA) d/b/a WeGo Public Transit (hereafter may be referred to as “Agency,” “Authority,” “Nashville MTA,” “MTA,” or “WeGo”) are soliciting proposals from firms qualified to provide Demand Response Transportation Service. Please see Section IV for detailed scope requirements.

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

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

SUBMISSION DEADLINE

Proposals will be accepted at the Agency’s office located at 430 Myatt Drive, Nashville, TN 37115, until 1:00 p.m. CST, Friday, October 13, 2023. Proposals received after this date and time will not be accepted. Proposals are not opened with regular mail.

QUESTIONS/CLARIFICATION DEADLINE

All questions, requests for clarification, and other inquiries related to this RFP must be received by Kim Hereford, Procurement Manager, no later than 1:00 p.m. CST, Monday, September 25, 2023, via e-mail at kim.hereford@nashville.gov.

PRE-PROPOSAL MEETING

Nashville MTA Procurement Department will host a pre-bid meeting on Wednesday, September 20, 2023, at 11:00 a.m. CST via WebEx. Meeting Link below.

<https://nashville.webex.com/nashville/j.php?MTID=m23a3eefd66c95b51f8d55bd056530cfc>

Assistance for disabled, blind, or hearing-impaired persons who wish to attend is available with prior arrangements by contacting Kim Hereford at the address noted above.

If interpretations, specifications, or other changes to the solicitation are required as a result of the meeting, the Nashville MTA will post an addendum to the Nashville MTA Procurement webpage at <http://www.WeGotransit.com>

ADDENDA REQUEST

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

To receive direct email communication of all Addenda, proposers must submit an email requesting the same or the form below to kim.hereford@nashville.gov by Wednesday, September 20, 2023, 1:00 p.m. CST.

The subject matter heading of the email must read RFP 2023131 – Demand Response Transportation Service – Request to Receive Addenda. The body of the email must include the following information: Proposing Firm Name, Proposing Firm US Mail Address, Proposing Firm Contact Person Name, Telephone Number, and Email Address to receive all addenda and notices.

Proposers are responsible for assuring receipt of all addenda. MTA takes no responsibility for addenda transmissions that the requesting entity may not receive.

I HAVE READ AND UNDERSTOOD THIS REQUEST FOR PROPOSALS 2023131 and do herein request copies or notices of addenda. The information requested below must be received no later than Wednesday, September 20, 2023, by 1:00 p.m. CST via e-mail at kim.hereford@nashville.gov.

Company Name Phone Number

Address

Point of Contact Email:

Notice to Proposers	1
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I. INTRODUCTION

1.1 GENERAL

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

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

The Nashville MTA Board, which sets policy for Nashville MTA, consists of five (5) members nominated by the Mayor of the Metropolitan Government of Nashville and Davidson County and approved by the Metropolitan Council of Nashville and Davidson County. Board members are appointed to five (5) year terms. .

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

1.2 OVERVIEW

The agency intends to award a firm-fixed-price contract to the successful proposer(s) who shall provide ADA Paratransit Services. Refer to Section IV of this Request for Proposals for an expanded description of the scope. The contract(s) and/or purchase order(s) shall be for five years following the Notice to Proceed. In the event, that the Regional Transportation Authority (RTA) expands its services similar to the requested scope, Nashville MTA reserves the right to allow RTA to utilize the awarded contract(s).

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

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

1.3 SOLICITATION SCHEDULE

The following estimated timeline should be used as a working guide for planning purposes. The Agencies reserve the right to adjust the schedule as required during the solicitation process and will make good faith efforts to notify potential proposers of adjustments to the schedule; however, ultimate

responsibility for obtaining notice of changes lies with the proposers. Any changes to the proposed schedule will be listed at <https://www.wegotransit.com/doing-business/current-opportunities/> under RFP 2023131.

Pre-Proposal Meeting (Webex Link Below) https://nashville.webex.com/nashville/j.php?MTID=m23a3eef66c95b51f8d55bd056530cfc	Wednesday, September 20, 2023, 11:00 a.m. CST
Addenda Request Submittal Deadline	Wednesday, September 20, 2023, 1:00 p.m. CST
Question/Clarification Submittal Deadline	Monday, September 25, 2023, 1:00 p.m. CST
Proposal Submission Deadline	Friday, October 13, 2023, 1:00 p.m. CST
Presentation/Interviews (if applicable)	Week of November 6 th or 13 th

All questions regarding this solicitation must be submitted via email to Kim Hereford, kim.hereford@nashville.gov. The answers to the questions will be posted as an addendum on the Agency website: <https://www.wegotransit.com/doing-business/current-opportunities/> under RFP number 2023131.

Proposers are solely responsible for checking the website to ensure that they have the most current information regarding the proposal. Any oral communication, explanation or instruction provided will not be binding on Nashville MTA.

1.4 COST INCURRED BY PROPOSERS

Neither Nashville MTA is liable for any costs incurred by prospective proposers in the preparation of submitting a proposal in response to this RFP, in the presentation of the proposal or any other activities related to responding to this RFP.

1.5 EVALUATION OF PROPOSALS

Nashville MTA reserve the right to conduct a separate evaluation for its legal services, but both will follow the same evaluation method as listed herein this section.

An Evaluation Committee and/or the Procurement Department will examine proposal responses to eliminate those which are determined non-responsive to the stated requirements. The Evaluation Committee will then evaluate proposal responses and make recommendations of the top-ranked proposers for contract award.

The Evaluation Committee will apply the evaluation criteria set forth in the RFP or in any addenda issued. A detailed evaluation that follows the initial examination may result in more than one finalist. At this point, the Evaluation Committee may request additional information, request an interview, request a presentation, or request revised submissions.

Should the Evaluation Committee determine to conduct interviews, the Procurement Department will contact the top-scoring firms from the evaluation to schedule a date and time. Nashville MTA reserve the right to invite some, all, or no proposers for interviews. At the conclusion of the interviews, if any, the Evaluation Committee will conduct a final scoring of the proposals to determine the top-ranked proposer(s) for submission of a Best and Final Offer, contract negotiation, and award. The Evaluation Committee will recommend for award the proposal(s) that offers each Agency the most advantageous

combination of technical merit, including project approach, team and key personnel qualifications, and cost.

1.6 EVALUATION SCORING MEASURES

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

- Qualifications and Experience
- Project Approach / Work Methodology
- Trip Administration, Communications, and Reporting
- Capacity
- Cost

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

1.7 PROPOSAL ACCEPTED

Each proposer submits its proposal with the understanding that the acceptance in writing by either Agency of the offer to furnish the services requested shall constitute a contract between the proposer and the Agency, which shall bind the proposer to furnish the services, in the manner offered in the submission, at the rates accepted, and in accordance with conditions and requirements of the Agency. A formal contract and/or purchase order will be signed between the Agency and the successful proposer

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

With the proposal submission, the proposer must indicate that it is prepared to enter into a contract with Nashville MTA in accordance with the terms and conditions set forth in this solicitation, any addenda, and the proposed contract. Submissions shall be valid for a minimum period of one hundred twenty days (120) from the date of the opening of the submission.

1.8 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The Agencies have not established a specific goal for Disadvantaged Business Enterprise (DBE) participation for this solicitation. However, proposers are encouraged to make good faith efforts to cooperate with Nashville MTA in meeting its commitments and goal of 14% for the fiscal years 2020-2023. DBE participation is encouraged either in the capacity of the prime contractor or subcontractor. Proposers are required to document their activities in the submission and selection of any subcontractor(s) to ensure that the process is nondiscriminatory. To be considered a certified DBE the organization must be registered with the Tennessee Uniform Certification Program (TNUCP) at the time, of proposal submission. Please refer to the following website for a comprehensive list of the certified DBE's: <https://www.tdot.tn.gov/APPLICATIONS/DBEDIRECT/Search>. **See Section III — DISADVANTAGED BUSINESS ENTERPRISE PROGRAM – for more information about the DBE program requirements.**

END SECTION I

II. INSTRUCTIONS TO PROPOSERS

2.1 REQUESTS FOR CLARIFICATION

If any person submitting a proposal is in doubt as to the meaning of any part of the Scope of Work or the RFP documents, or finds discrepancies in or omissions from the specifications, they may submit to kim.hereford@nashville.gov a written request for an interpretation or correction, no later than 1:00 p.m. CST, Monday, September 25, 2023. **Only written requests will be accepted.** The person submitting the request will be responsible for its prompt delivery and verification of delivery.

The request must be fully supported with detailed information and reference to a section of the proposal, if applicable, to assist in determining whether the request is or is not valid. Any corrections or changes to this RFP will be distributed to recipients who submitted the “Addenda Request” at the address provided. **Verbal questions will not be answered, thus preventing an unfair advantage to any proposer.**

2.2 DELIVERY OF PROPOSALS

The proposer must submit one (1) signed original of the cost proposal form (in pdf format) and all other required forms shown in Section IV – Part 6 of Proposal Submission Requirements.. In addition, the proposer must submit the cost proposal in Excel format in addition to the signed pdf, and the entire proposal, including the pdf cost proposal, and all other sections of the proposal submission, **via USB drive.** **The due date for submissions is 1:00 p.m. CST, Friday, October 13, 2023.** Proposals are to be submitted to the following address:

Kim Hereford
Nashville MTA
430 Myatt Drive -- FRONT DESK
Nashville, TN 37115

The sealed envelope, box, or appropriate package must be clearly marked with “**RFP 2023131– Demand Response Transportation Service**” on the lower left side and “**DO NOT OPEN WITH REGULAR MAIL.**” All proposals will be logged by a Procurement Department staff member, with the date and time, of receipt. Proposal submissions received after the due date and time, will not be reviewed, or considered.

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

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

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

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

2.3 PROPOSAL WITHDRAWAL

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

2.4 UNACCEPTABLE PROPOSAL

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

2.5 REJECTION OR ACCEPTANCE OF PROPOSAL

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

Nashville MTA reserves the right to cancel this RFP in writing or postpone or extend the date and time for submitting proposals at any time. The Agency reserves the right to reject any or all proposals, to waive any or all informalities or irregularities in the proposals received, to request clarifications of the proposal from the proposer, to investigate the qualifications and experience of any proposers, to reject any provisions in any proposal, to modify proposal contents, to obtain new proposals, to negotiate the requested services and contract terms with any proposers. The Agency reserves the right to award the proposal for the requested services in full, in part and/or a single item to one or more proposers. The Agency will determine the most responsive proposer(s) whose proposal is most advantageous to the Agencies.

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

Proposals must indicate that the entity is prepared to enter into a contract and/or purchase order with the Agency to which they are submitting a proposal in accordance with the terms and conditions set forth in this proposal, any addenda, and the proposed contract. Proposals shall be valid for a minimum period of one hundred twenty days (120) from the proposed closing date for proposal acceptance.

2.6 PUBLIC RECORDS/CONFIDENTIALITY

Proposals received become the exclusive property of Nashville MTA. When the respective Agency approves a contract award, all proposals submitted in response to this proposal shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each

proposal that are marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY." If required by law or by an order of a court, the Agency may be required to disclose such records or portions thereof, including without limitation those so marked. Proposals that indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be found to be technically unacceptable.

2.7 FORMS PROVIDED

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

END SECTION II

III. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

3.1 Introduction

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

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

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

3.2 Required Documents

The following documents should be submitted with the proposal:

1. Letter(s) of Intent – Form 6-A

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

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

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

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

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

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

4. DBE Utilization Form – Form 6-D

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

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

3.3 Definition of Socially and Economically Disadvantaged

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

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

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

disadvantaged by the SBA, at such time as the SBA designation becomes effective.

3.4 DBE Liaison Officer

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

3.5 DBE Certification

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

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

3.6 Identification of Contract Goal and Requirements

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

If a proposer’s Commitment to DBE (Participation Form), Form 6-B, proposes a DBE percentage less than the established goal, the proposer must submit appropriate documentation justifying its submitted DBE percentage.

The Agency reserves the right to request additional documentation or information from the proposer regarding its Commitment to DBE (Participation Form), Utilization Plan, Letter of Intent, and, if applicable, any Good Faith Efforts documentation. If the Agency enters into a contract based on the proposer’s Commitment to DBE (Participation Form), Good Faith Effort and documentation, the DBE percentage accepted by the Agency will become a contractual requirement.

Proposers shall not contract with, demand, require or coerce a DBE into any agreement or into the signing of any Letter of Intent or any other document which prohibits the DBE from providing subcontracting quotations or doing business with other proposers. The DBE shall be free to provide their services to any number of proposers. To ensure that all obligations under subcontracts awarded to a DBE are met, the Agency may review the agreement between the proposer and DBE and the proposer’s DBE involvement

efforts during the performance of the contract.

The proposer shall bring to the attention of the Agency any situation in which regularly scheduled progress payments are not made to a DBE. If, in the opinion of the Agency, the proposer has made significant deviations from the DBE program commitments, it shall be considered a breach of contract.

3.7 Good Faith Efforts and Requirements

In order to be responsive, proposers must either meet the DBE goal or make good faith efforts to meet the goal. Proposers who do not meet the goal must establish adequate good faith efforts (GFE) by submitting documentation along with the Good Faith Efforts Documentation Form (Form 6-C). The documentation should show that the proposer took all necessary and reasonable steps to achieve the DBE goal, which could reasonably be expected to obtain sufficient DBE participation, even if the proposer was not fully successful. The Good Faith Effort form and supporting documents should conform to the good faith requirements outlined in Appendix A of 49 CFR Part 26.

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

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

assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of any DBE.

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

If a proposer has not met the DBE goal and submits the Good Faith Effort form and documentation, the proposer should summarize in detail all good faith efforts taken by the Proposer, including, but not limited to, the activities listed above in A through I, and supporting documentation.

While the proposer should submit documentation to support its good faith efforts at the time of submission, the Agency may ask questions of Proposer or request additional documentation after review of proposer's Good Faith Effort and any documentation. In submitting the information required under this section, the proposer understands and agrees that the determination of whether the proposer has met the DBE goal or established good faith efforts to meet the goal is a judgment call that the Agency will make.

3.8 Counting DBE Participation

DBE participation shall be counted toward meeting the DBE goal as outlined in 49 CFR Part 26, especially 26.55. When the proposer completes a Letter of Intent, the Proposer must include not only the total value of the work to be performed and/or the materials to be supplied by the DBE but also the total amount of DBE participation that should be counted toward meeting the goal.

For example, if a DBE is a regular dealer or supplier of pipe but does not install the pipe, then the proposer can generally count the dollar value spent on the pipe at 60%. This would mean that if the DBE was supplying \$100,000 of pipe then the contract amount would be \$100,000 but the total amount of DBE participation would be \$60,000 for counting and meeting the goal purposes.

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

- (a) When a DBE participates in a contract or subcontract, the Contractor will count only the value of the work actually performed by the DBE toward the DBE goals. In a construction contract (and other similar contracts), this will include the work performed by the DBE's own forces and supplies purchased or equipment leased by the DBE as described below, especially (d) (but not supplies or equipment the DBE subcontractor purchases from the prime contractor or its affiliate.) The Contractor will count the entire amount of fees or commissions charged by a DBE for providing a bona fide service toward goals provided that the Agency determines the fees to be reasonable and not excessive. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subcontractor is itself a DBE.

- (b) When a DBE performs as a participant in a joint venture, a portion of the total dollar value of the contract equal to the distinct clearly defined portion of the work of the contract that the DBE performs with its own forces count toward DBE goals.

(c) The proposer will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract or subcontract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.

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

(d) The proposer will count expenditures with the DBE for materials or supplies toward DBE goal in the manner described in 49 CFR Part 26.55 (e). **Note:** Proposers should review Part 26.55(e) carefully. It is important to note that the rule counts expenditures differently based upon whether the DBE is a manufacturer as defined by the rule (normally counted at 100% percent of the cost), a regular dealer as defined by the rule (normally counted at 60% of the cost) or neither of the two (normally counted at the entire amount of fees or commissions, or fees or transportation charges, provided they are reasonable).

It is important to note that materials and supplies provided by a DBE that is not a regular dealer in those materials and supplies do not count toward meeting the goal. For example, if the DBE is a regular dealer of piping, the DBE cannot purchase office equipment and then supply that office equipment to the prime and count any portion of the cost of the office equipment toward meeting the goal. Such conduct for DBE counting purposes is prohibited by the rules and is considered to be an impermissible and illegal pass-through.

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

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

3.9 Prompt Payment and Retainage

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

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

The Contractor will include the following paragraphs in all contracts and/or agreements related to the work under this Contract with subcontractors or suppliers and will require all its subcontractors and

suppliers to include this paragraph in any contracts and/or agreements related to the work under this Contract with any other third parties and any other lower tier subcontractors or suppliers:

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

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

3.10 Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Utilization Plan without the Agency’s prior written consent. The Agency may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request.

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

3.11 Continued Compliance

The Agency shall monitor the Contractor’s DBE compliance during the life of the Contract using an online reporting system: <https://wegostransit.dbesystem.com>. Monthly audit entries are required to report contract payments to prime and subcontractors. Each month, Contractor shall report payments received from the Agency as well as payments made to all subcontractors. Contractors are responsible for providing accurate and complete information each month and as requested.

3.12 49 CFR Part 26

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

END SECTION III

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

A.1 INTRODUCTION

A.1.1 Background and Summary of the Services

With this Request for Proposal (RFP#2023131). WeGo is seeking contractor services for WeGo Access Flex, WeGo Access on Demand and WeGo Link.

The Nashville Metropolitan Transit Authority, doing business as WeGo Public Transit, is the public transportation agency serving Nashville and Davidson County, TN. WeGo Access is the name of WeGo's service that meets the transit agency's ADA paratransit service obligation. The service also goes beyond that required by the ADA, with WeGo Access customers being able to make trips beyond the ADA paratransit service area required by the ADA. WeGo Access is predominantly served with a fleet of wheelchair-accessible vehicles (WAVs) operated by WeGo. A portion of the service is operated by contractors; WeGo is concurrently conducting a separate procurement for WeGo Access Overflow Service through (RFP #2023130).

For RFP #2023131, WeGo is seeking multiple contractors, all to provide three other services, WeGo Access Flex, WeGo Access on Demand, and WeGo Link, which are briefly described below and described in greater detail later in this document.

- WeGo Access Flex - By signing an "opt-in" agreement, customers will allow WeGo Access schedulers and dispatchers to assign their ADA paratransit trip requests to a Contractor whose service and drivers under this contract may not meet ADA paratransit requirements. In effect, by opting-in to this program, a customer is giving WeGo permission to convert the customer's ADA paratransit trip request to a non-ADA paratransit request unless the customer opt-outs of this possibility for any given trip request. Thus, WeGo Access schedulers and dispatchers will decide whether to schedule a trip request onto a WeGo-operated vehicle or assign the trip to a Contractor operating under this contract. A customer will pay the same fare as a WeGo Access trip to be collected by the Contractor. The Contractor will then invoice WeGo for the balance of the fare, per the Contractor's contractual rate structure. The WeGo Access Flex program is anticipated to operate at all times that ADA Paratransit (Access) service is in operation, currently 4:45 AM to 1:30 AM, Mon-Sat, and 4:45 AM to 11:30 PM, Sundays and holidays.
- WeGo Access on Demand - The second service is an on-demand "alternative" service available to ADA paratransit customers only. However, this service is not governed by ADA paratransit service criteria. Customers will arrange for the service directly with their provider of choice and pay a base fare of \$5.00. WeGo will pay the provider up to the next \$30.00 toward the total fare for the trip. For longer trips, customers will pay for any overage (the portion of the fare that exceeds \$35.00). For trips requiring wheelchair-accessible vehicles, WeGo will also pay an additional direct-to-provider incentive of \$30 per trip, recognizing the higher costs of providing

such a service. Customers may use WeGo Access on Demand to go anywhere within Nashville and Davidson County. Currently, the program is available from 6:00 AM to 12 midnight on weekdays. Program hours will likely be expanded in the future to match those of the Access program. WeGo will impose a monthly limit of 40 trips for each customer. This limit does not include trips sent to providers under the Access Flex program.

[Note: WeGo's goals for WeGo Access Flex and WeGo Access on Demand are (1) to reduce the overall cost of providing transportation to registered WeGo Access customers while increasing reliability, and (2) to provide an on-demand mobility option for WeGo Access customers through WeGo Access on Demand.]

- WeGo Link – This is a general public, on-demand, first-mile/last-mile service provided in specific zones in WeGo's service area. It is the intention of WeGo to contract with multiple providers such that a customer has a choice of providers for any given trip. Customers arrange for service directly with the WeGo Link provider of their choice. Customers will pay a base fare of \$2.00. WeGo will pay the Contractor up to the next \$8.00 of the total fare. For longer trips, the customer will be responsible for any overage (over \$10.00). Trips may only be made to/from a bus stop within a zone. Inter-zone trips or trips to other destinations are not allowed. During the course of the contract, it is anticipated that WeGo will expand the number of WeGo Link zones and may expand the size of existing zones.

Figure 1 on the following page is a diagram of WeGo's family of demand-responsive services and how they are accessed by customers.

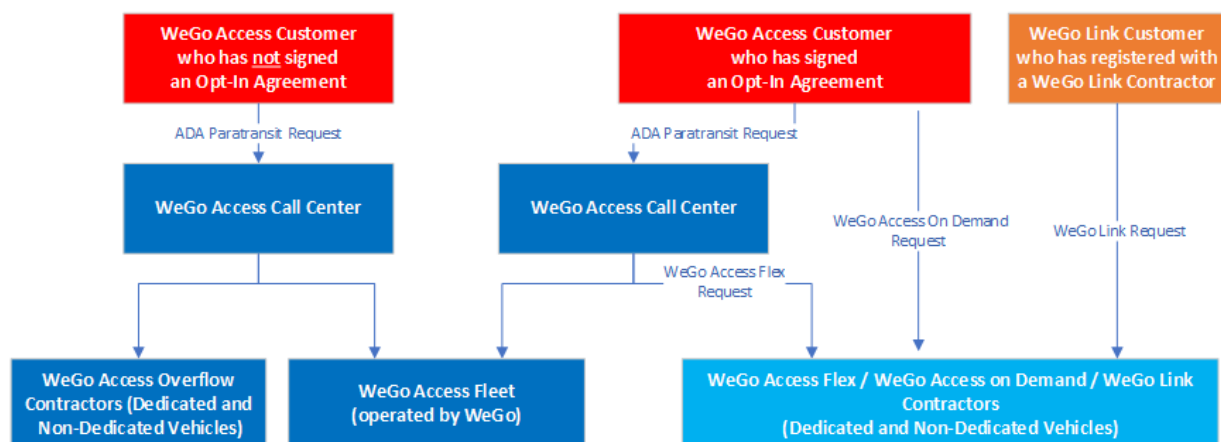
Proposing on both RFPs: If a Proposer does choose to respond to both RFPs, the Contractor must ensure that the services rendered under the WeGo Access Flex, WeGo Access on Demand and WeGo Link services do not compromise the Contractor's stated and contractual available capacity for WeGo Access Overflow service and the Contractor's ability to meet WeGo Access Overflow service standards. This is because ADA paratransit is obligatory for WeGo whereas the other three services under this procurement are discretionary. If Access Overflow service capacity and hence the quality of the service does become compromised, WeGo reserves the right to require a distinct set of drivers for Access Overflow; that is, a contractor driver assigned to Access Overflow service would not be able to provide other WeGo-sponsored services during the same shift.

WeGo is seeking contractors who are able to provide "dedicated service" and/or "non-dedicated" service. For this contract, WeGo defines dedicated service as service that is provided with one or more Contractor or subcontractor vehicles that solely provide WeGo Access Flex, WeGo Access on Demand and WeGo Link service, while non-dedicated service is defined as a service that is provided with a Contractor or subcontractor vehicle where, in the course of a driver shift, the vehicle can serve other trips not covered by this contract, whether the trips are sponsored by WeGo or not. Proposers are required to provide a cost structure for non-dedicated service. Proposers have the option to also provide a cost structure for dedicated service.

Commingling: Contractor is not required to maintain separate vehicle and driver pools for each program. A given vehicle and driver is expected to be able to perform trips under all three programs (Access on Demand, Link, and Flex), potentially within the same shift. If a provider is operating shared-ride service, passengers may also be ‘commingled’ on the same vehicle at the same time, provided that all applicable business rules are adhered to for each trip’s respective program and trips are appropriately separated for purposes of invoicing. The provider’s shared ride rate structure (if applicable and different from the direct service rates) will apply to any commingled trips.

Proposers awarded services under both RFPs may also commingle Access ADA passengers on the same vehicle if providing shared ride, non-dedicated service, provided that both vehicle and driver meet the more stringent requirements under the Access Supplemental Service program and the business rules associated with each program are not violated. Commingled Access ADA paratransit trips must still be reported and invoiced separately as ADA paratransit trips. Access ADA paratransit trips may also be commingled under dedicated service at WeGo’s direction and provided the vehicle and driver meet all Access Supplemental Service program requirements.

Figure 1: WeGo Family of Demand Responsive Transportation Service



A.1.2 Important Notes

Service Equivalence. Each of the above services, including WeGo Access, must abide by service equivalence requirements under the ADA.¹ The ADA says that a service, when viewed in its entirety, must provide equivalent service, and that such services are deemed equivalent when persons with

¹ FTA Circular 4710.1, ADA Guidance, Chapter 7 – Demand Responsive Services, November 4, 2015.(Section 7.4 Equivalent Service) .

https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Final_FTA_ADA_Circular_C_4710.1.pdf

disabilities, including wheelchair users, are provided the same level of service according to the following seven criteria.²

1. Response time
2. Fares
3. Geographic area of service
4. Hours and days of service
5. Restrictions or priorities based on trip purpose
6. Availability of information and reservation capability
7. Any constraints on capacity or service availability

Under the first criterion, the response times for on-demand (immediate fulfillment) services and on-time performance percentages for other same-day trips, advance reservation trips, and subscription service trips, must be relatively equivalent for customers who need a WAV and for customers who do not need a WAV. The achievement of service equivalence will be the ultimate responsibility of WeGo, but the Contractors will help WeGo achieve this goal. As such, WeGo is interested in retaining a Contractor or Contractors that can provide a sufficient amount of dedicated and/or non-dedicated wheelchair access vehicle (WAV) service to help WeGo meet this obligation for each of its demand-responsive transportation services under this contract. WeGo encourages such a Proposer to respond to both this RFP (RFP#2023131) and WeGo's RFP for WeGo ADA Paratransit Transportation service (RFP#2023130).

Under the second criterion, customer fares, including any overage charges, must be the same for the same trip as provided by a WAV vs. a non-WAV (as well as whether a trip is served by a dedicated or non-dedicated vehicle). However, this does not preclude the sponsoring transit agency from paying higher subsidies or incentives to WAV service providers to ensure that customer fares are equivalent while also making the provision of WAV trips viable from a business perspective. In this case, WeGo will provide a direct-to-provider incentive of \$30.00 per trip for all trips requiring a WAV on non-dedicated service. For dedicated service, the hourly rate charged to WeGo for dedicated WAVs may be higher than the hourly rate charged for non-WAVs. See also Section A.3.

Key driver requirements. All three of the services under this procurement are designed to take advantage of existing non-dedicated service providers in the community, such as taxis, transportation network companies (TNCs) and other non-dedicated service providers in the area without materially changing how these providers do business. Hence, WeGo will be using drivers for WeGo Access Flex, WeGo Access on Demand, and WeGo Link who have been hired by the Contractor based on the Contractor's hiring criteria (and/or based on requirements from a regulatory body). For example, the

² FTA Circular 4710.1 ADA Guidance. Section 7.4 (Nov. 4, 2015)

Metropolitan Taxi Commission does require that taxi companies background check their driver applicants but does not include a requirement for drug and alcohol testing driver applicants. Nor are taxi companies required to perform specific driver training. Other Proposers who are proposing to provide dedicated and/or non-dedicated WAV services might already be drug and alcohol testing their drivers and/or providing specialized training by choice or by regulatory body. WeGo wishes to make the following two points:

- Unlike ADA Paratransit Transportation Service (RFP #2023130), WeGo will not be requiring drivers to provide WeGo Access Flex, Access on Demand, and WeGo Link service to meet ADA Paratransit service requirements.
- In that WeGo Access On Demand and WeGo Link customers will be able to arrange service from the Contractor directly, and there will be more than one Contractor they can choose from, WeGo will be invoking **FTA's Taxi Exception**,³ which allows a transit agency with a subsidized taxi or TNC based service to not require Contractor drivers to be drug and alcohol tested if riders have a choice of providers for their trip.

Proposers are being asked, however, to provide in their Proposal their driver hiring requirements, and any initial and ongoing driver drug and alcohol testing (if such testing is conducted), and details of training for drivers that will be used for WeGo Access Flex and WeGo Link services.

In addition, the provision of door-to-door service is not required for WeGo Access Flex, Access on Demand, and WeGo Link service. That said, WeGo is interested in contracting with entities whose drivers would provide this level of driver assistance if requested by the rider. Proposers are being asked to identify whether this level of driver assistance is available upon request.

A.2 OVERVIEW OF SERVICES

It is the intention of WeGo to contract with multiple non-dedicated entities to provide these services and, in the case of WeGo Access on Demand and WeGo Link, to ensure that all riders of the services have a choice of providers for any given trip. However, WeGo will also consider a Proposer willing to providing dedicated WAV service for all three services, which may be needed to ensure service equivalence.

A.2.1 WeGo ACCESS Flex

The first service covered under this procurement is WeGo Access Flex. By signing an opt-in agreement, a WeGo Access customer allows WeGo schedulers and dispatchers to assign WeGo Access trip request to the Contractor with the understanding that the service rendered does not meet ADA paratransit requirements.

³ <https://www.transit.dot.gov/regulations-and-programs/safety/shared-mobility-faqs-related-fta-drug-and-alcohol-program>

While this service must meet the requirements of the ADA, this service will not be governed by ADA paratransit service criteria and other FTA policies related to ADA paratransit, nor will it be used by WeGo to meet its ADA paratransit obligations.

Key characteristics of this service are described below.

- Most trip assignments to the Contractor will occur by the day before the trip date, although some trip assignments may occur on the day of service and some for immediate fulfillment. For the latter type of trip, Contractor is obligated to “give-back” the assignment to WeGo within 15 minutes of receiving the trip assignment if it cannot serve the trip within accepted standards because of limitations in availability.
- Customer fares will be waived for Access Flex trips.
- Contractor will invoice for the balance of the fare based on the contractor’s rates as outlined in the contract terms, including the \$30/trip incentive for non-dedicated WAV trips

A.2.2 WeGo Access on Demand

WeGo Access On Demand is an on-demand, “alternative service” that WeGo Access customers can optionally choose to use as an alternative to using WeGo Access for a particular trip by arranging service directly with the Contractor instead of calling the WeGo Access call center. WeGo Access customers wishing to use this service will be required to first sign the same “opt-in agreement” used for WeGo Access Flex (described above).

As with WeGo Access Flex, the WeGo Access on Demand service must meet the requirements of the ADA but will not be governed by ADA paratransit service criteria and other FTA policies related to ADA paratransit, nor will it be used by WeGo to meet its ADA paratransit obligations.

Key characteristics of WeGo Access on Demand are described below.

- Customers will access this alternative service by requesting service directly from the Contractor. Contractors with customer-facing apps will make available free downloadable apps (for both iPhones and Android smart phones) for this purpose. It is WeGo’s preference that Contractors also provide a customer service call-in option for customers without access to smart phones or the internet. Customer will register for the service in the app or through customer service, and must be able to indicate whether a WAV is needed for all trips or on a trip-specific basis.
- A Contractor must accommodate on-demand service (for immediate fulfillment). WeGo’s target is for the Contractor to arrive at the pick-up location within 30 minutes of the request being received, noting that this response-time target is subject to change. Contractor may also allow customers to make advance reservations. However, WeGo will reserve the right to disallow advance reservations if trips reserved in advance collectively usurp available capacity to the point where patterns of denials for on-demand or same-day service are being experienced.

- WeGo will communicate to customers that WeGo Access On Demand provides exclusive-ride service. While a Contractor may provide shared-ride service, at a reduced fare to the customer, Contractor is not required to provide shared-ride service. Proposers should clarify in its proposal whether or not it intends to offer a shared-ride option to riders.
- For all trips, rider will pay a base fare of \$5.00, with WeGo subsidizing up to the next \$30.00 and with the rider responsible for any fare overage (over \$35.00). For non-dedicated WAV trips only, WeGo will also pay an additional \$30/trip incentive to provide accessible vehicles, recognizing the higher costs associated with their procurement and operation.
- The rider requesting service may be accompanied by up to two additional riders at no additional cost to the rider as long as the additional riders are picked-up and dropped off at the same times and in the same locations.
- Base fares and fare overage amounts owed by the customers are to be collected and retained by the Contractor.
- Contractor may choose to charge a rider no-show fee, to be collected by the Contractor. WeGo will not reimburse for no-shows.
- WeGo intends to establish a monthly trip limit for each individual rider of 40 trips per month.

A.2.3 WeGo Link

WeGo Link is an on-demand, first mile/last mile (or “FMLM”) service that is available to the general public. WeGo Link is currently provided in several designated areas (zones) where fixed route service is limited. WeGo Link service is only provided to/from designated bus stops in that zone. Inter-zone trips are disallowed.

WeGo Link’s service days and hours currently correspond to the service days and hours of the fixed route service that is available in each respective zone, but generally, the service days and hours are Monday through Saturday from 4:00am through 2:00am, and on Sunday from 4:00am through 12:00 midnight.

The following link provides additional information about WeGo Link:

<https://www.wegotransit.com/ride/transit-services/wego-link/>

At the beginning of the contract period, it is anticipated that WeGo Link service will be provided where and when it currently is being provided. During the contract period, WeGo may expand WeGo Link to other parts of its service area and/or at new days or times. This might include expanding the size and/or service days and hours of current zones, introducing WeGo Link to new, previously unserved areas as well as areas where WeGo Link would be replacing unproductive fixed route services. In the expansion plan, WeGo may also decide that WeGo Link will serve trips with any destination within the zone.

Riders will arrange service directly from the Contractor, either via the Contractor app or by phone. Customers without smart phones or access to the internet must be able to request service; hence, Contractor must provide a call-in option.

WeGo Link is to be provided as an exclusive-ride service. Contactor may offer a shared-ride option but this is not required. Proposers will indicate in their proposal whether they intend to also offer a shared-ride mode.

Customers will pay a fare of \$2.00 for each trip, to be collected by the Contractor. Contractor will then invoice WeGo up to \$8.00 of the total fare, based on the Contractor's contractual rates. Customers will be responsible for paying any fare overage for longer trips (whose fare exceeds \$10.00). As with the other programs included in this solicitation, WeGo will pay an additional \$30/trip for non-dedicated WAV trips.

Proposers in their proposal shall indicate the maximum number of riders who may accompany the registered rider on any given trip at no additional charge (as long as the origins and destinations of all riders are the same).

A.3 CONTRACTOR RATES AND INVOICING

A Proposer will provide in their proposal their fare/rate structure for all trips. For transportation network companies (TNCs) proposers, a "rate card" will suffice for the above requirement, noting that WeGo understands that TNCs apply a factor to this rate structure based on supply and demand at a particular moment. The same rate structure is to apply to all trip types; that is, the same rates that apply to ambulatory riders will apply to riders who require a wheelchair accessible vehicle. If proposer intends to provide a shared ride option and a direct trip option, different fare structures may be proposed for each.

For non-dedicated service, the total fare for all trips under this contract will be based on the Contractor's publicly available fare structure in the Nashville, TN area, with the caveat that WAV rates must be equivalent to rates for non-WAV vehicles. For all services except WeGo Flex, a portion of the total fare will be paid by the customer and a portion will be paid by WeGo, as discussed in the preceding sections above. In addition, Contractor will invoice WeGo an additional \$30.00 for each trip that requires a wheelchair accessible vehicle (WAV) for non-dedicated service. Contractor will not receive this additional per-trip subsidy for trips that do not require a WAV but that Contractor chooses to dispatch a WAV to serve the trip; any such trips for which Contractor seeks an additional subsidy will be viewed as fraud. Only one additional \$30.00 subsidy can be invoiced to WeGo per trip, meaning that if two riders using wheelchairs are included in the trip request, one as an extra rider, Contractor cannot invoice for two \$30.00 subsidies.

For dedicated service, Contractor will charge the customer as discussed above as if the trip were being served by a non-dedicated vehicle. Contractor will then invoice WeGo a rate per revenue vehicle hour (RVH), noting that that rate per RVH can be different for WAVs and Non-WAVS, and deduct from this

amount any fare (and/or fees) collected from the customer. Because the Contractor is permitted to list two separate cost models for WAV and non-WAV dedicated service, WeGo will not pay the \$30/trip incentive for WAV trips provided by a dedicated vehicle run.

In this way, WeGo ensures service equivalence for passenger fares regardless of whether they are served by a WAV or non-WAV and whether the vehicle is operated on a non-dedicated or dedicated basis.

For WeGo Access on Demand and WeGo Link, Contractor may charge the customer a no-show fee, regardless of whether the trip is served with a dedicated or non-dedicated vehicle. In the case of the WeGo Access Flex, Contractor may charge WeGo for a no-show but only for non-dedicated service, and not for dedicated service (paid by based on revenue vehicle hours of service).

Contractors are to invoice separately for WeGo Access Flex, WeGo Access on Demand, and WeGo Link trips semi-monthly, with the first invoice covering service provided from the 1st through the 15th of the month and the second invoice covering service provided from the 16th of each month through the last day of the month. Contractors are to submit invoices within five (5) business days after the end of the invoice/report period. Contractor invoices must be accompanied by required trip data for the invoice/report period. (See Sections A.9 and A.17.)

WeGo will remit payment to the Contractor, assuming reporting is complete, within 30 days after receiving the invoice. If the invoice or reporting is incomplete or found to be inaccurate, Contractor will return the report detailing fixes need to be made. Upon receipt of the revised and accurate report, a new 30-day clock will start for payment.

A.4 SUMMARY OF KEY RESPONSIBILITIES

Listed below is summary of key responsibilities for both WeGo and the Contractor for WeGo Access Flex and WeGo Link. The lists below are meant to highlight key roles and responsibilities and are not all-inclusive. Additional detailed roles and responsibilities are included in the remaining sections of the Scope of Work.

A.4.1 WeGo Responsibilities

- Plan and develop service policies and procedures and procure Contractor(s).
- Review/approve of Contractor plans and procedures and monitor Contractor services to ensure that (1) Contractor's vehicles and drivers meet minimum specifications/requirements; (2) Contractor services provided by the Contractor meets the ADA requirements for demand-responsive services as outlined by the US Department of

Transportation (US DOT); ⁴ and (3) Contractor services provided meet on-time service performance standards specified in Section A.16.

- Manage customer opt-in process.
- Processing of Contractor invoices and reports
- Manage complaints, which include intake of all complaints and requesting Contractor to investigate and report on complaints, as directed by WeGo staff (see Section A.11).)
- Conduct of all marketing, community engagement and the dissemination of related public information.
- Prepare service-level reports as needed by WeGo management or Board of Directors.
- Ensure service equivalence for each service.
- Monitor each rider's trip limit for WeGo Access on Demand

WeGo Access Flex

- Determine ADA paratransit eligibility of WeGo Access customers.
- Provide Contractor with (1) updated lists of WeGo Access customers who sign an opt-in agreement and (2) details on customer trip limits for WeGo Access On Demand.

A.4.2 Contractor Responsibilities

- Intake trip requests from:
 - WeGo for WeGo Access Flex trips
 - Eligible customers for WeGo Access on Demand
 - General public customers for WeGo Link trips
- Provide customers with a free downloadable app each service and/or a call-in option. Contractors that provide an app must also provide a call-in option for customers who do not have a smart phone or access to the internet.
- Track and enforce individual customer trip limits for WeGo Access on Demand trips
- Provide service delivery for WeGo Access Flex, WeGo Access on Demand and WeGo Link trips.
- Ensure that all licenses and permits required to operate service in the State of Tennessee are current and have not expired.

⁴ FTA Circular 4710.1, ADA Guidance, Chapter 7 – Demand Responsive Services, November 4, 2015.. https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Final_FTA_ADA_Circular_C_4710.1.pdf

- Maintain levels of insurance coverage, as specified the State of Tennessee and County/City regulations. (See Section A.13.)
- Meet all applicable local, state and federal requirements, including requirements under the ADA.
- Conduct driver background checks – Proposers shall include initial and ongoing background checks procedures in their Proposals.
- Ensure that all vehicles meet requirements outlined in the contract. (See Section A.12.2)
- Establish policies and procedures for employees and independent contractors, making sure that all policies and procedures are in concert with WeGo policies and procedures for the three services and that all Contractor employees and independent contractors abide by these policies and procedures.
- Establish training and management plans for drivers and customer service staff.
- Meet minimum on-time performance standards.
- Meet all data reporting and invoicing requirements.
- Perform additional responsibilities as required to ensure safe, reliable service.
- Assume full responsibility for the safety of all customers being provided transportation services covered by this contract.

WeGo Access Flex

- Provide WeGo with a “concierge” link to Contractor’s dispatch system or a link that connects WeGo’s scheduling/dispatch system to Contractor’s dispatch system, including the ability for bulk uploading of trips directly, either via the ‘concierge’ link or by sending a csv file to the Contractor via email.

A.5 WEGO ACCESS FLEX SERVICE POLICIES

A.5.1 Service Area

Contractor will provide trips throughout Nashville and Davidson County.

A.5.2 Service Days and Hours

Service days and hours are the same as WeGo Access services. As of October 1, 2023, WeGo Access service hours are Monday through Saturday, 4:45 a.m. to 11:30 a.m., and Sunday from 4:45 a.m. to 11:30 p.m. These are subject to change. WeGo will provide 90 days’ notice regarding any changes in service days or hours.

A.5.3 Fare Structure, Media and Collection

The customer fare is waived for all Access Flex trips. For trips on non-dedicated vehicles, contractor shall invoice WeGo for 100% of the trip cost (plus an additional \$30 per non-dedicated vehicle trip requiring WAV). A.5.4 Technology Link and Assignment of Trips

The data for each trip assigned to the Contractor will include all data elements needed for the Contractor to successfully serve (and as appropriate, schedule and dispatch) a trip. This data will include customer name, scheduled pick-up/drop-off times and locations, fare to be collected, vehicle type needed, notes, phone number, etc.).

WeGo will assign WeGo Flex trips to the Contractor in two different ways:

1. Contractor will provide to WeGo a “concierge link” which would allow WeGo staff to enter trip requests directly into the Contractor’s dispatching system. Proposers who are planning to propose this approach are encouraged to detail in their Proposals processes where WeGo would be able to bulk-load trips exported from WeGo’s paratransit scheduling/dispatch system (currently Trapeze PASS v.17) into the Contractor’s system, without having to enter each trip one-by-one. Proposers shall indicate whether WeGo will be able to upload trips in bulk mode.
2. Under the second approach, WeGo will send contractor a list of trips in Excel or csv format to the Contractor. Contractor would then have to upload all trip data into the Contractor’s dispatch system. This approach may also serve as a back-up process for circumstances where the wireless network is down or where the concierge link is malfunctioning.

Once trip assignments are transmitted in either fashion, the Contractor will be responsible for scheduling and dispatching trips onto dedicated and/or non-dedicated vehicles operated by Contractor employees or independent contractors.

Advance-request and next-day trip requests will predominantly be assigned to the Contractor on the day before the trip date by 6:00 pm. WeGo Access dispatchers may also on the day of service assign WeGo Flex trips to the Contractor in real time for immediate fulfillment. Contractors will have 15 minutes to “give-back” the trip assignment because of lack of availability.

In their proposals, Proposers must describe the process by which they will administer and dispatch trips once they are received by WeGo. This process should describe the steps staff and software will take from the time of the trip assignment time, to scheduling or dispatching the trip to a vehicle, monitoring the vehicle/trip, hand invoicing/reporting.

If applicable, Proposer shall also describe how its technology will provide system-rider communications (including any ETAs, imminent arrival notices and vehicle location),

A.5.5 Driver Assistance

WeGo’s default policy for WeGo Access Flex is curb-to-curb service. Contractor drivers may provide door-to-door service at the discretion of the Contractor or driver.

A.6 WEGO ACCESS ON DEMAND SERVICE POLICIES

A.6.1 Service Area

Contractor will provide trips throughout Nashville and Davidson County.

A.6.2 Service Days and Hours

Service days and hours are Monday through Friday, 6:00 am to 12:00 midnight, noting there is no service on Saturdays, Sundays and non-operating holidays. WeGo reserves the right to expand service days and hours during the contract period. Contractor should be prepared to expand service to weekend and holiday service in the future, consistent with Access service hours.

A.6.3 Fare Structure, Media and Collection

The fare and subsidy structure will be as follows, noting that this may change during the course of the contract.

- The rider pays a base fare of \$5 for a trip.
- Contractor invoices WeGo for up to \$30 per trip.
- The rider will pay for any fare overage over the total of the base fare plus maximum subsidy (over \$35).
- WeGo will pay an additional \$30.00 per trip to the provider for all non-dedicated trips requiring WAVs.

Contractor may also collect a no-show fee. Proposers should indicate in their proposal their proposed no-show fee (if any). The customer will be responsible for any no-show fee charged.

Rider portions of the fare (and any fees) are to be collected and retained by the Contractor.

In its proposal, Proposer will indicate whether or not it will be able to collect cash fares and describe the process for collecting rider fares electronically.

Proposers in their proposal shall indicate the maximum number of riders who may accompany the registered rider on any given trip at no additional charge (as long as the origins and destinations of all riders are the same).

A.6.4 Rider Registration, Trip Booking and Dispatching

WeGo will provide Contractor with an up-to-date list of Access customers who may use WeGo Access on Demand service as well as individual customer trip limits.

Customers will book trips directly with the Contractor via the Contractor's app or by calling the Contractor. Customers may book trips on an on-demand basis (for immediate fulfillment). If Proposer also allows advance reservations, it should state its advance reservation policy in its proposal. However,

WeGo reserves the right to disallow advance reservations for this service if advance reservations result in the denial of on-demand trip requests caused by advance reservations consuming a significant amount of Contractor capacity.

Proposer shall describe in its proposal the methods available for customers to request a trip. In its proposal, Proposer shall describe how it will ensure that only eligible users can request a trip and how Contractor will monitor customer trip limits.

In its proposal, Proposer shall also describe the steps staff and software will take to schedule/dispatch the trip, as well as system-rider communications (including trip confirmations, imminent arrival notices and vehicle location), rider-driver communications, and dispatcher-driver communications.

A.6.5 Driver Assistance

WeGo's default policy for WeGo Access on Demand is curb-to-curb service. Contractor drivers may provide door-to-door service at the discretion of the Contractor.

A.7 WEGO LINK SERVICE POLICIES

A.7.1 Service Areas

The current zones and allowable stops (transfer locations) where WeGo Link is provided is described on the WeGo website at the following link:

<https://www.wegotransit.com/ride/transit-services/wego-link/> General public customers may request a WeGo Link trip anywhere within these zones, as long as the trip starts or ends at one of the transfer locations. Inter-zone trips are not allowed.

A Shapefile or GeoJSON file of all zones and transfer locations will be provided to all contractors providing WeGo Link service.

A.7.2 Service Days and Hours

WeGo Link service shall be available at any time WeGo fixed route service is available in the applicable zone. Generally, WeGo fixed route service days and hours are currently Monday through Saturday, 4:00 am to 2:00 am, and Sunday from 4:00 am to 12:00 midnight. Providers may provide trips under the WeGo Link program outside of those times if needed to facilitate connections to/from the first/last trip of a fixed bus route.

A.7.3 Fare Structure, Media and Collection

The fare and subsidy structure will be as follows, noting that this may change during the course of the contract.

- The rider pays a base fare of \$2.00 for a trip.
- WeGo then pays the Contractor up to \$8.00 per trip.

- The rider will pay for any fare overage (over \$10.00).
- WeGo will pay an additional \$30.00 per trip to the provider for all non-dedicated trips requiring WAVs.

Rider portions of the fare are to be collected and retained by the Contractor.

In its proposal, Proposer will indicate whether or not it will be able to collect cash fares and describe the process for collecting rider fares electronically.

Proposers in their proposal shall indicate the maximum number of riders who may accompany the registered rider on any given trip at no additional charge (as long as the origins and destinations of all riders are the same).

A.7.4 Rider Registration, Trip Booking and Dispatching

In its proposal, Proposer will describe any rider registration processes (e.g., special steps such as downloading an app or reusable voucher). Customer will book WeGo Link trips directly with the Contractor via the Contractor’s app or by calling the Contractor.

Customers may book trips an on-demand basis (for immediate fulfillment). If Proposer also allows other same-day trips or advance reservations, it should state this policy in its proposal. If customers are able to book trips in advance of the service day, Proposer should indicate in its how many days in advance of the service a day a trip reservation may be booked. However, WeGo reserves the right to disallow advance reservations for this service if advance reservations result in the denial of on-demand trip requests caused by advance reservations consuming a significant amount of Contractor capacity.

Proposer shall describe in its proposal the methods available for customers to request a trip. Contractor must have the ability to handle call-in requests, especially for customers who do not have access to a smart phone or internet access. In its proposal, Proposer is to describe how and where call-in requests will be accommodated.

In its proposal, Proposer shall also describe the steps staff and software will take to schedule/dispatch trips as well as system-rider communications (including trip confirmations, imminent arrival notices and vehicle location), rider-driver communications, and dispatcher-driver communications.

A.7.5 Driver Assistance

WeGo’s default policy for WeGo Link is curb-to-curb service. Contractor drivers may provide door-to-door service for customers with disabilities at the discretion of the Contractor or driver.

A.8 SIDE-BY-SIDE COMPARISON OF KEY SERVICE POLICIES

Table 1 presents a side-by-side comparison of key policies for the services covered under this procurement.

Table 1: Side by Side Comparison of Key Service Policies

	WeGo Flex	WeGo Access on Demand	WeGo Link
Service Area	Nashville/Davidson County		Zones
Service Days/Hours			
- Weekdays	4:45 am - 1:30 am	6:00 am to 12:00 am	4:00 am - 2:00 am
- Saturdays	4:45 am - 1:30 am	--	4:00 am - 2:00 am
- Sundays	4:45 am - 11:30 pm	--	4:00 am – 1:00 am
Eligible Customers	ADA Paratransit Customers		General Public
Rider Registration	WeGo		N/A
Rider (Base) Fare	Waived	\$5.00	\$2.00
WeGo Subsidy	Total Fare + \$30/trip for non-dedicated WAV	Up to next \$30.00 + \$30/trip for non-dedicated WAV	Up to next \$8.00 + \$30/trip for non-dedicated WAV
Fare coverage paid by:	N/A	Customer	
Reservation Intake	WeGo	Contractor	
Scheduling (Ded. Veh)	Contractor		
Dispatching (Ded. Veh)	Contractor		
Dispatching (ND Vehicle)	Contractor		
Driver Assistance	Curb-to-Curb required, door-to-door permitted		
Invoiced Amount			
- Dedicated Vehicles	Rate per Revenue Vehicle Hour Less Fare Due to be Collected		
- Non-Dedicated Vehicles	See WeGo Subsidy above plus \$30 per wheelchair trip		

A.9 TRIP RECORDS

With each invoice, Contractor shall maintain and submit records to WeGo for each service, broken down (if appropriate) by trips served with dedicated vehicle service vs. trips served with non-dedicated service. Refer to Appendix A and provided Excel file for report formats.

A.10 RECORDKEEPING

Contractor shall maintain complete operating records for the duration of the contract.

A.11 MANAGEMENT OF CUSTOMER COMPLAINTS

Customers should be directed to file all formal complaints with WeGo. WeGo may require that Contractor follow-up on and investigate a complaint regarding services under this contract that are provided by the Contractor. In such cases, Contractor shall investigate the complaint and respond in writing to WeGo within three (3) working days.

A.12 DRIVER AND VEHICLE REQUIREMENTS

A.12.1 Driver Hiring Criteria and Training

Proposer shall detail all driver hiring or partnering practices including background checks. Proposer shall also detail background checks that it undertakes on an ongoing basis (and how frequently).

Proposer shall detail any type of initial and ongoing driver training it provides. Proposer shall also indicate any safety programs for drivers.

Contractor shall ensure that its drivers are hygienically clean, neat in appearance, dress appropriately while on duty, and interact safely and courteously with customers whose trips are subsidized by WeGo.

A.12.2 Vehicles

Proposer must certify in its proposal that all vehicles used for WeGo Access Flex and WeGo Link services meet the following general requirements, unless otherwise authorized by WeGo.

- Vehicles must have meet have passed all State-required inspections.
- The accessibility equipment for all wheelchair accessible vehicles must be in compliance with Federal Transit Administration guidelines.⁵
- Taxis used for non-dedicated service shall meet all regulations established by the Metropolitan Transportation Licensing Commission as well as Metro Codes Section 6.72.
- All seatbelts and restraints must be present and in good working condition.

⁵ https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Final_FTA_ADA_Circular_C_4710.1.pdf (Chapter 4)

- All vehicles must be free of excessive body damage.
- All vehicle interiors must be free of excessive tears, damage, or graffiti.
- Vehicles shall have fully functioning air conditioners, heaters and defrosters, speedometers, fuel gauges, serviceable tires, lights and flashers, windshield washers and wipers, mirrors, and any other equipment necessary for safe operation and comfortable transportation.

A.13 INSURANCE COVERAGE

Insurance coverage for all three services covered under this RFP is \$500,000 combined single limit for any combination of bodily injury and property damage liability claims. It is expected that Contractor will cover the difference (in cost) of state/local insurance coverage that is required by states or municipalities and WeGo’s requirement. Also, for companies of 5 employees or more, Tennessee law requires workers compensation coverage of not less than \$1,000,000.

A.14 PROPOSED COMPENSATION / PRICING

Proposer will indicate in the Proposal Price and Capacity Form provided its proposed rates based on the type of service (dedicated and/or non-dedicated service) it proposes to provide. For non-dedicated service, these rates are expected to match publicly available rates for comparable services. Customer rates for WAV and non-WAV trips must be equal, not including the \$30 WeGo incentive for trips requiring WAVs.

Dedicated Service Rates

Proposed rates for dedicated service shall be stated as a rate per revenue vehicle hour (RVH) where RVH is defined as first pickup to last drop less breaks of 30 minutes or more (e.g., for lunch). Deadheading to/from a garage or vehicle storage location is not included. Different rates may be proposed for dedicated WAV service and dedicated service operated with non-accessible vehicles. Proposers proposing dedicated service only would indicate their rate in Column A.

Non-Dedicated Service Rates

Proposer will provide in their proposal their fare/rate structure for all trips served by a non-dedicated vehicle. For transportation network companies (TNCs) proposers, a “rate card” will suffice for the above requirement. If taxis are used, other meter fees built into the meter rates, such as wait times after a certain number of minutes, may also be proposed. Different rates may be proposed for shared versus exclusive ride service if offered by Contractor. See also Section A.3 for additional fees that may be charged.

A.15 PROPOSED CAPACITIES

Dedicated Service Capacity

Proposer will indicate in its proposal any maximum number of dedicated vehicles (broken down by WAVs vs. non-WAVs) for the three services covered by this proposal, further broken down by weekday service and weekends service.

Non-Dedicated Service Capacity

Proposer will indicate in its proposal any maximum number of trips it can serve with non-dedicated vehicles (broken down by WAV trips vs. non-WAV trips) for the three services covered by this proposal, further broken down by weekday and weekend service.

Combined Service

If proposer is intending to provide both dedicated and non-dedicated service, Proposer will identify the maximum number of vehicles and trips for dedicated and non-dedicated service, respectively, both by type (WAV vs. Non-WAV), and by weekday vs. weekend day).

Proposer will also indicate any changes in maximum number of trips it can serve with fewer non-dedicated vehicles actually operated. For example, if the Proposer states that it can provide a maximum of 4 dedicated vehicles and 50 trips on non-dedicated vehicles, how many more trips will it be able to serve with non-dedicated vehicles if only 3 dedicated vehicles are operated? Or 2 dedicated vehicles?

Business Considerations

Proposers will indicate whether it requires a minimum number of dedicated vehicle and/or trips served with non-dedicated vehicles in order to participate as a Contractor for the three services covered in this RFP. While WeGo is sympathetic to such business considerations, unrealistic minimums when weighed in comparison to other proposals, may result in excluding a Proposer from further consideration.

A.16 ON-TIME SERVICE PERFORMANCE STANDARDS, INCENTIVES AND PENALTIES

Under this contract, Contractor shall adhere to the following service standards:

On-Time Pick-Up (for on-demand trips only) - For each on-demand trip, Contractor is required to arrive at the requested pick-up location no later than 45 minutes after receiving the trip request. Such service will be deemed “on-time.” Arrival times greater than 30 minutes after the request is taken and confirmed will be deemed “late.”

On-Time Pick-Up (for advance reservation trips) – For each trip requested in advance, Contractor is required to arrive at the pick-up location no earlier than 5 minutes and no later than 10 minutes after the requested pick-up time. So, for example, for an 8:00 confirmed pick-up time, the vehicle would be on-time if the vehicle arrives anytime between 7:55 and 8:10. A vehicle arriving more than 10 minutes after the requested pick-up time will be deemed late.

On-Time Performance Standard - WeGo’s standard for on-time performance is 95% or greater for all WeGo Access Flex and WeGo Link service.

A.17 REPORTING TIMELINESS STANDARDS AND PENALTIES

Contractor shall provide requested data (See Section A.9) on a monthly basis within five (5) business days after the last day of the report month. A \$250 per day penalty for each day late will be assessed for each day that data are late or incomplete.

A.18 TIMING OF INVOICING AND PAYMENT

Invoices covering all three services will be submitted semi-monthly. The first invoice will cover the period from Day 1 to Day 15. The second invoice will cover the period from Day 16 to the end of the month. Contractors shall submit invoices within 5 business days following the invoice/report period, so at the latest on the 20th of the month and the 5th of the following month.

WeGo will remit payment to the Contractor, assuming reporting is complete, within 30 days after receiving the invoice. If the invoice or reporting is incomplete or found to be inaccurate, Contractor will return the report detailing fixes need to be made. Upon receipt of the revised and accurate report, a new 30-day clock will start for payment.

A.19 ACCESS ON DEMAND HISTORIC RIDERSHIP

WeGo Access on Demand average daily ridership from July 2022 to June 2023 is presented in Table 1. Note that the current program has a customer trip limit of four trips per day.

Table 1: Access on Demand Ridership July 2022 – June 2023

Access on Demand	
Day Type	Average Trip Volume
Weekday	155
Based on July 2022 - June 2023 data	

WeGo Link is relatively new program with only a handful trips per day, but a significant service expansion is plan for October 1, 2023. WeGo Flex will be a new program as of July 1, 2024, so there are no historical trip volumes available

APPENDIX A: INVOICE FORMAT AND TRIP LEVEL DATA REPORTING FORMAT (Included in the online solicitation in digital form as an Excel file).

TABLE 1: ACCESS ON DEMAND RIDERSHIP AND OTHER STATISTICS(JANUARY 2022-MARCH 2023)

Provider 1

Operating Statistics (Access on Demand)	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23
Passengers	696	628	993	990	1033	1029	989	1189	1170	1226	1176	996	935	959	1132
Performed Trips	696	628	993	990	1032	1029	988	1186	1156	1226	1173	994	934	951	1132
Revenue Miles	13937.45	11852.92	20870.35	20906.49	21462.35	21038.88	20626.65	25199.21	23542.85	25140.7	24285.53	20830.82	19160.83	19737.7	24187.2
Revenue Hours	469.6	408.8	698.77	700.31	721	706.49	694.25	845.01	789.63	842.55	814.94	699.19	642.29	662.47	812.49
Trip Characteristics (Access on Demand)															
Average Trip Distance (direct path)	20.02	18.87	21.07	21.12	20.8	20.44	20.9	21.45	20.37	20.92	20.61	20.95	20.59	20.75	21.4
Average Passenger On Board time	40.48	39.05	42.22	42.44	41.92	41.19	42.2	42.75	40.98	42.05	41.51	42.2	41.39	41.79	43.13
Service Quality Measures (Access on Demand)															
On-Time % (Pick ups)	100%	100%	99%	100%	100%	100%	100%	99%	100%	99%	100%	100%	100%	100%	100%
Late trips (pick ups)	0	0	9	0	0	0	0	12	0	17	0	0	0	0	0
Complaints	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Provider 2

Operating Statistics (Access on Demand)	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23
Passengers	828	898	1205	1084	1109	1155	1042	1551	1308	1228	1125	1155	1225	1097	1273
Performed Trips	828	898	1205	1084	1109	1155	1042	1211	1124	1064	1046	977	1033	943	1101
Revenue Miles	12763.04	13414.59	17634.33	15930.3	16027.35	16901.24	15208.87	18424.34	17186.31	16174.04	15341.12	14199.6	15259.27	13495.2	15643.97
Revenue Hours	442.62	454.7	791.06	543.46	584.21	568.47	520.57	566.11	496.55	465.67	443.36	425.96	455.68	403.26	469.79
Trip Characteristics (Access on Demand)															
Average Trip Distance (direct path)	15.41	14.93	13.6	14.7	14.43	14.63	14.6	15.21	15.26	15.02	14.67	14.53	14.77	14.3	14.19
Average Passenger On Board time	30.07	30.38	28.7	30.08	31.57	29.53	29.97	28.5	26.46	26.26	25.43	25.16	26.46	25.63	25.58
Service Quality Measures (Access on Demand)															
On-Time % (Pick ups)	94.81%	98.78%	91.45%	98.62%	99.91%	97.84%	97.60%	98.84%	97.51%	96.90%	96.65%	95.09%	97.19%	99.15%	95.73%
Late trips (pick ups)	43	11	103	15	1	25	25	14	28	33	35	48	29	8	47
Complaints	2	2	1	1	2	2	0	1	2	0	0	0	0	0	0

Provider 3

Operating Statistics (Access on Demand)	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23
Passengers	707	771	925	947	1010	1066	903	1064	1026	981	1029	890	994	985	977
Performed Trips	662	727	842	876	945	985	837	986	965	960	959	826	932	933	927
Revenue Miles	6007.13	6688.77	7585.43	7699.18	7609.5	8476.97	6936.28	8421.26	8093.53	7622.47	8077.99	7236.05	7929.32	8153.57	7773.65
Revenue Hours	222.1	254.57	290.28	298.21	310.05	330.96	257.74	322.21	315.53	302.95	316.27	268.51	288.08	289.46	278.32
Trip Characteristics (Access on Demand)															
Average Trip Distance (direct path)	9.07	9.2	9.01	8.79	8.05	8.61	8.51	8.54	8.39	8.44	8.42	8.76	8.51	8.74	8.39
Average Passenger On Board time	20.1	21.01	20.68	20.43	19.69	20.61	18.85	19.61	19.62	20.16	19.79	19.5	18.55	18.61	18.01
Service Quality Measures (Access on Demand)															
On-Time % (Pick ups)	99.24%	99.04%	99.17%	99.20%	99.26%	98.78%	97.73%	98.38%	98.65%	98.85%	99.37%	98.67%	98.71%	98.71%	98.49%
Late trips (pick ups)	5	7	7	7	7	12	19	16	13	11	6	11	12	12	14
Complaints	2	1	1	2	3	2	1	2	2	1	0	0	0	0	0

Invoice Summary for Non-Dedicated Service (see excel file)

Type of Trip	Day Type	Completed Trips	Completed Total Trip Distance	Passengers Transported	Total Cost (including \$30/trip WAV incentive)	\$30/trip WAV Incentive Total	Fare Collected	Net Amount Owed by WeGo***
WAV	Weekday				\$		\$	\$
WAV	Sat				\$		\$	\$
WAV	Sun/Hol				\$		\$	\$
Non-WAV	Weekday				\$		\$	\$
Non-WAV	Sat				\$		\$	\$
Non-WAV	Sun/Hol				\$		\$	\$
Total WAV					\$		\$	\$
Total Non-WAV					\$		\$	\$
Grand Total					\$		\$	\$

*** Total Cost less Fare Collected (for Flex, fare collected should always be \$0.00)

Invoice Summary for Dedicated Service (see excel file)

Type of Vehicle	Day Type	VOMS*	# of Runs	Revenue Vehicle Hrs	Deadhead Vehicle Hrs	Revenue Vehicle Miles	Deadhead Vehicle Miles	Completed Trips	Passengers Transported	Total Cost	Fare Collected	Net Amount Owed by WeGo***
WAV	Weekday									\$	\$	\$
WAV	Sat									\$	\$	\$
WAV	Sun/Hol									\$	\$	\$
Non-WAV	Weekday									\$	\$	\$
Non-WAV	Sat									\$	\$	\$
Non-WAV	Sun/Hol									\$	\$	\$
Total WAV										\$	\$	\$
Total Non-WAV										\$	\$	\$
Grand Total										\$	\$	\$

* Vehicles Operated in Maximum Service (i.e. the maximum number of vehicles in service simultaneously)

*** Total Cost less Fare Collected (for Flex, fare collected should always be \$0.00)

APPENDIX A Continued:

Run Details for Dedicated Service (see excel file)

Data Field Name	Format	Comments
Date	DD/MM/YYYY	
Run #	integer	
Driver name	string	
Driver ID	integer	
Vehicle ID	integer	
Garage Pull-out Departure Time	HH:MM	
First Trip Pickup Arrival Time	HH:MM	
Last Trip Dropoff Departure Time	HH:MM	
Garage Pull-in Arrival Time	HH:MM	
Revenue Hours	float	Includes empty hours and slack time
Deadhead Hours	float	Time from pullout to first pick-up plus time from last dropoff to pull-in
Revenue Miles	float	
Deadhead Miles	float	
Trips	integer	
Passengers	integer	

Trip Details (see excel file). Separate trip details reports must be submitted for both dedicated and non-dedicated service.

Data Field Name	Format	Required for Non-Dedicated	Required for Dedicated	Comments
Booking Id	integer	YES	YES	
Customer ID	integer	YES	YES	
Customer Name	string	YES	YES	
WAV?	boolean (Y/N)	YES	YES	
Date Request Received	MM/DD/YYYY	YES	YES	
Time Request Received	HH:MM (24 hour)	YES	YES	
Date of Trip as Requested	MM/DD/YYYY	YES	YES	
Time of Trip as Requested	HH:MM (24 hour)	YES	YES	
Negotiated Trip Time	HH:MM (24 hour)	YES - if negotiating times	YES - if negotiating times	
Pickup Location Name	string	OPTIONAL	OPTIONAL	
Pickup Street Address	string	OPTIONAL	OPTIONAL	
Pickup Zip Code	integer	OPTIONAL	OPTIONAL	
Pickup City	string	OPTIONAL	OPTIONAL	
Pickup Lat	float	YES	YES	
Pickup Lon	float	YES	YES	
Dropoff Location Name	string	OPTIONAL	OPTIONAL	
Dropoff Address	string	OPTIONAL	OPTIONAL	
Dropoff Zip Code	integer	OPTIONAL	OPTIONAL	
Dropoff City	string	OPTIONAL	OPTIONAL	
Dropoff Lat	float	YES	YES	
Dropoff Lon	float	YES	YES	
Response Time (minutes)	float	YES - except for advance requests	YES - except for advance requests	
Actual Trip Distance (miles)	float	YES	YES	
Actual Trip Duration (minutes)	float	YES	YES	
Service	string	YES	YES	Access on Demand, Flex, or Link
Provider Name	string	YES	YES	
Driver Name	string	YES	YES	
Driver ID #	integer	YES	YES	
Vehicle ID #	integer	YES	YES	
Run #	integer	leave blank or NULL	YES	
Actual # of Passengers	integer	YES	YES	
Fare Collected	float	YES	YES	
Pickup odometer reading	float	OPTIONAL	YES	
Dropoff odometer reading	float	OPTIONAL	YES	
Pickup Actual Date	MM/DD/YYYY	YES	YES	
Pickup Actual arrival time	HH:MM (24 hour)	YES	YES	
Pickup Actual departure time	HH:MM (24 hour)	YES	YES	
Dropoff Actual arrival time	HH:MM (24 hour)	YES	YES	
Dropoff Actual departure time	HH:MM (24 hour)	OPTIONAL	YES	
Trip status	string	YES	YES	Completed, Missed, Cancelled in Advance, Late Cancel (<2 hours' notice), Cancel at Door, No Show
Total trip cost	float	YES	leave blank or NULL	Not required for trips on dedicated runs
Net Cost to WeGo	float	YES	leave blank or NULL	Total Trip Cost Less Customer Fares (and Ticket Values) Collected. Not required for trips on dedicated runs

APPENDIX B: FORM FOR PROPOSED VEHICLES AND ONGOING REPORTING (See Excel File) – Required For Dedicated Vehicle Service Only, Optional for Non-Dedicated Service

Data Field Name	Format
Vehicle ID	integer
Make	string
Model	string
Year	integer
WAV?	boolean (Y/N)
AMB Capacity	integer
WC Capacity	integer
Last Inspection Date	MM/DD/YYYY
Odometer Reading	float

B. EVALUATION CRITERIA

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

Evaluation Criteria and Point Score Allocation:

Criterion	Standard	Points Value
Qualifications and Experience	Does the proposer have relevant experience, especially in providing transportation services to customers with disabilities? Is familiarity with Nashville's geography and operating conditions demonstrated in the proposal? Does the proposal identify the vendor's experience providing transportation services on behalf of a company or institution according to a specific set of business rules or parameters? Does the proposer have the required business license, insurance coverage, background check procedures, and relevant company training?	20
Project Approach/ Work Methodology	Does the proposer understand the requested services for Access Flex, Access on Demand, and WeGo Link? Does the proposal demonstrate a user-friendly app and call-in method for the customers? Did the proposal address methods to ensure policies and procedures for employees and independent contractors are in concert with WeGo policies and procedures? Do the proposed transportation services display the safety of all customers?	25
Trip Administration, Communications, and Reporting	Are the proposed reservations, scheduling, and dispatching processes and capabilities clear and concise? Does the proposal demonstrate their ability to electronically accept trip information and quickly load it into the proposer's dispatch platform? Does the proposal identify the steps staff and software will take to schedule/dispatch the trip, as well as system-rider communication, rider-diver communications, and dispatcher-diver communications? Is the proposer's methodology to meet all trip reporting and invoicing requirements sufficient? Are their independent records auditing and reconciliation practices to ensure accurate data and invoicing demonstrated in the proposal?	20
Capacity	Did the proposer demonstrate its ability to manage all proposed services at one time successfully? Did the proposal display the driver's availability? Does the proposer have the capacity to meet the required management of customer complaints? Does the proposer understand and comply with WeGo's vehicle requirements? Does the proposal demonstrate adequate procedures for vehicle maintenance, cleaning, preventive maintenance, and maintenance records?	20
Cost	Cost structure for WeGo Access on Demand, WeGo Link, and WeGo Flex services according to the completed cost forms within the RFP response. Alternative/innovative cost structures or considerations that could result in average per-trip or per-mile savings will also be considered when evaluating costs. Are the customer fares for WAV versus Ambulatory trips equivalent as	15

	required? Is the proposed cost fair and reasonable? Are the minimum and maximum capacities excessive?	
Total Points		100

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

C. PROPOSAL SUBMISSION REQUIREMENTS

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

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

Submissions shall include individual sections (Part 1, Part 2, Part 3, Part 4, Part 5, Part 6, and Part 7) indexed in the order outlined below. Submissions shall list questions and responses and/or attachments as numbered and listed within each section. The contents of each section should be concise and should address the scope of work, team and key personnel qualifications, and evaluation criteria.

GENERAL SUBMISSION REQUIREMENTS:

Submissions must conform to the page count limits specified in each section. Photos, graphics, charts, and other materials are to be included in the page number count required in each section. Text font size is to be no smaller than 10 throughout the entire proposal submission; all pages in the submission are to be 8 ½" x 11", standard size. Proposers are advised that the evaluators may elect to print some or all pages of the proposal submission to facilitate review. Proposers are advised to consider how a proposal submission will look when printed on a standard office copier.

PART 1:

COVER PAGE AND COVER LETTER

All proposals shall be accompanied by a cover letter of introduction and executive summary of the proposal that shall not exceed **ten (10) consecutively numbered (1-10) pages.**

The cover letter and executive summary shall:

1. Briefly introduce the proposer, including a concise summary of the administration, organization and staffing of your firm / business entity history.

2. Clearly state the responsible contact person's title and contact information.
3. Describe the proposer's qualifications for successfully providing the requested services.
4. Describe the proposer's experience in the last five (5) years in providing the requested services outlined in the scope of work.
5. Summarize the services provided for the organizations for which the proposer is submitting as references. Proposers are advised that current or previous work for Nashville MTA is not to be used as a reference. Proposers must provide the description of the services, the work the proposer performed, the name of the agency, contact name, telephone, and email address. Proposers should verify the reference's contact information before including the reference in the submission. **References are to be provided on Form 11 – References** – included in the Forms section of the proposal submission and

PART 2:

UNDERSTANDING OF THE RFP

1. Provide a summary of your understanding of the requirements of this Request for Proposal. This section shall not exceed 10 pages.
2. Highlight how your proposal will meet or exceed the core requirements and expectations outlined in the Scope of Work.
3. Provide your expectations of Nashville MTA, including Support Staff and resources.
4. If applicable, a plan for how subcontractors will be managed and supervised.
5. The proposer's billing process, including a sample invoice. The sample invoice should be included as an Appendix to Part 2 and is not part of the 10-page section limit.

PART 3

STAFFING, CAPACITY AND PROGRAM MANAGEMENT

This section, should include a detailed discussion of the full proposal team including the relationship between subcontractors and the prime, and how the team will be integrated to ensure a cohesive transportation plan. At a minimum, this section must include:

1. A Project Team Organization Chart that identifies key individuals and positions, including staffing levels for management, dispatch, drivers/subcontractors, and other key roles. The Organization Chart should indicate which tasks everyone will be assigned.
2. Provide information regarding corporate organizational structure and decision-making authority.
3. Provide a dispatcher, supervisor, and driver training plan.
4. Provide background check policies.

5. Describe how adequate staffing will be maintained for all positions and all required times of the day.
6. Include information on available capacity for wheelchair and ambulatory trips, as well as the ability to scale resources in response to changes in demand - from an operating and capital perspective.
7. Describe any innovative approaches to the above that make your solicitation uniquely able to meet the agency's needs.

PART 4:

SERVICE MANAGEMENT, SERVICE DELIVERY, REPORTING, AND QUALITY ASSURANCE

1. Describe how customer safety will be ensured.
2. Explain processes and resources for ensuring consistent, reliable service that conforms to the expectations outlined in the Scope of Work.
3. Outline communications strategies for informing MTA customers of service delays and other issues.
4. Describe how trip information will be imported into the proposer's dispatch platform.
5. Describe how trip information, status updates, ETAs, and vehicle locations will be shared with the MTA call center, scheduling, and dispatching staff. Include the time frame that data will be shared according to your dispatching, technology, and reporting plan.
6. Include internal processes for monitoring and improving service reliability.

PART 5:

ACCEPTANCE OF THE PROPOSED CONTRACT TERMS AND CONDITIONS

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

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

PART 6:

COST

Proposals must include a complete Form I - Cost Proposal Form(s), located in Section D. If a discount off retail pricing for items not specifically listed on Form 1 is available, please provide that information. Also, include any other pricing discounts or offers that will assist the Agency in obtaining the best possible pricing for the services provided.

Rates and Expenses

1. Provide detailed information and pricing as requested in Form 1.

2. In this section, provide proposed direct cost expenses, itemized by type of expense and unit cost. Proposers are encouraged to offer more options in addition to what is listed in the Scope.
3. Provide discounts for non-standard services, volume discounts, or any other special price offered.

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

PART 7:

FTA REQUIRED FORMS

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

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

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

D. REQUIRED FORMS

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

PROPOSAL FOR: 2023131 Demand Response Transportation Service

PRICE AND CAPACITY FORM (WEGO ACCESS FLEX/ON-DEMAND, AND WEGO LINK)

NOTE: IF CONTRACTOR INTENDS TO PROVIDE **BOTH DIRECT AND SHARED RIDE SERVICE OPTIONS** WITH DIFFERENT FARE STRUCTURES FOR EACH, PLEASE FILL OUT TWO COST PROPOSAL FORMS, ONE EACH FOR DIRECT AND SHARED SERVICE

PROPOSER INTENTIONS (check only one box)

Proposer wishes to provide non-dedicated vehicle service only

Proposer wishes to provide non-dedicated and/or dedicated vehicle service

REQUIRED: NON-DEDICATED VEHICLE RATE* (USED TO CALCULATE TOTAL FARE) - check only one box and complete. For WAV trips, WeGo will pay an additional \$30/trip incentive above and beyond what is quoted below

*The non-dedicated vehicle rate must be equivalent to the publicly available fare for a given provider's services, if applicable. The rate paid by the customer must be equivalent for WAV and non-WAV trips. For WeGo Access on Demand and WeGo Link, the costs listed below are what the customer will pay the provider directly for the service, (less the subsidy to be reimbursed by WeGo). WeGo will reimburse 100% of the costs for WeGo Flex only.

Flat per trip rate: _____ per trip

Per direct mile rate: _____ per mile (shortest path of travel between origin and destination)

Boarding fee _____ (covers first _____ miles of trip) plus _____ per direct mile thereafter

Rate card supplied in Proposal

Other: _____

Additional Fee(s) (Please describe):

Notes:

OPTIONAL: DEDICATED VEHICLE RATE* - check all boxes that apply and complete. Quantity and schedule of dedicated vehicle hours to be determined by WeGo.

WeGo reserves the right not to schedule any dedicated service.

*The customer fare for trips on dedicated vehicles must be equivalent to the publicly available fare for a given provider's services, if applicable. The rate paid by the customer must be equivalent for WAV and non-WAV trips.

Rate per revenue vehicle hour* – Wheelchair Accessible Vehicle (WAV): _____

Rate per revenue vehicle hour* – Non-WAV Vehicle: _____

* Revenue vehicle hour is defined as first pick-up to last drop-off less breaks of 30 minutes or more.

MAXIMUM DAILY CAPACITY (See Section A.15) – check all boxes that apply and complete

Non-Dedicated WAV Service: _____ trips (weekdays); _____ trips (Sat/Sun/Hol)

Non-Dedicated Non-WAV Service: _____ trips (weekdays); _____ trips (Sat/Sun/Hol)

Total Non-Dedicated Service _____ trips (weekdays); _____ trips (Sat/Sun/Hol)

Dedicated WAV Service: _____ vehicles (weekdays); _____ vehicles (Sat/Sun/Hol)

Dedicated Non-WAV Service: _____ vehicles (weekdays); _____ vehicles (Sat/Sun/Hol)

Limitations on Length of Dedicated Run: Minimum # of Hours _____ to Maximum # of Hours _____

For Proposers wishing to provide a combination of non-dedicated and dedicated vehicle service:

No. of Extra Non-Dedicated Trips for Every Dedicated WAV Under Max # Vehicles: ___ Trips

No. of Extra Non-Dedicated Trips for Every Dedicated Non-WAV Under Max # Vehicles: ___ Trips

NAME OF PROPOSING ENTITY : _____

ADDRESS OF PROPOSER: _____

NAME OF AUTHORIZED SIGNATORY OF PROPOSER: _____

TITLE OF AUTHORIZED SIGNATORY: _____

EMAIL: _____ Phone: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF PROPOSER: _____

DATE: _____

FORM 2

ACKNOWLEDGMENT OF ADDENDA

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

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 3

AFFIDAVIT OF NON-COLLUSION

Affidavit and information required for Contractor:

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

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

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

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

Notary Public

My commission expires: _____

FORM 4

CONTRACTOR’S CERTIFICATION OF ELIGIBILITY

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

Company

Authorized Signature /Date

Name Printed

Title

SAM Number

DUNS Number

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

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

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

<https://www.sam.gov>

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

Notary Public

My commission expires: _____

FORM 5

COMPLIANCE WITH SPECIFICATIONS

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

Company

Authorized Signature /Date

Name Printed

Title

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

Notary Public

My commission expires _____

FORM 6 – B

DBE GOALS – COMMITMENT TO DBE (DBE PARTICIPATION FORM)

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

The undersigned has satisfied the requirements of the of the bid/proposal's DBE goal in the following manner (please complete the appropriate spaces):

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

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

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

Firm/Company Name: _____

Printed Name: _____ **Title:** _____

Signature: _____ **Date:** _____

**NASHVILLE METROPOLITAN TRANSIT AUTHORITY
GOOD FAITH EFFORT DOCUMENTATION FORM**

CONTRACT NAME: _____

NAME OF CONTRACTOR: _____

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

Please use as many sheets as necessary to document your efforts.

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

Contractor’s Authorized Signatory

Date

NASHVILLE METROPOLITAN TRANSIT AUTHORITY
DBE UTILIZATION PLAN

CONTRACT NAME: _____

NAME OF CONTRACTOR: _____

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

Please use as many sheets as necessary

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

 Contractor's Authorized Signatory

 Date

FORM 7

CERTIFICATE OF AUTHORITY

I hereby declare and affirm that I am:

CONTRACTOR IS A CORPORATION

CONTRACTOR IS A PARTNERSHIP

CONTRACTOR IS AN INDIVIDUAL

CONTRACTOR IS A JOINT VENTURE

I, the undersigned, as certified authority of the organization submitting the foregoing Proposal, hereby certify that under and pursuant to the By-Laws and Resolutions of said organization, each officers who has signed Proposals on behalf of the corporation, including the foregoing assurance of irrevocability, is fully and completely authorized so to do.

Company

Authorized Signature /Date

Name Printed

Title

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

Notary Public

My commission expires: _____

FORM 8

CERTIFICATION OF RESTRICTIONS ON LOBBYING

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

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

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

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

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 9

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION PRIMARY PARTICIPANT

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

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 10

CERTIFICATION OF LOWER-TIER PARTICIPANTS

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 11

CONTACT INFORMATION OF SIMILAR CONTRACTS/REFERENCES

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

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

1. _____

2. _____

3. _____

4. _____

Company Name

Authorized Signature /Date

Name Printed

Title

FORM 12

AFFIDAVITS

State of _____ County of _____

As used herein, "Contractor" will include Proposers.

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

Contingent Fees: In accordance with the Metropolitan Government's 1992 Procurement Code, and the Agency Purchasing Policy and FTA rules it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a the Agency contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling 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 Agency, FTA and the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of its contract with the Agency, Contractor certifies and warrants it will comply with this policy.

Company

Authorized Signature /Date

Name Printed

Title

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

Notary Public

My commission expires: _____

FORM 13

NOTICE TO CONTRACTOR

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 14 - BUY AMERICA CERTIFICATION- INTENTIONALLY REMOVED

FORM 15 - BUY AMERICA CERTIFICATION – INTENTIONALLY REMOVED

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

5.1 CONTRACT DOCUMENTS

Any contract resulting from this RFP shall include the following;

- Request for Proposals No. 2023131 and all Addenda
- Proposer's Offer and Guarantee
- Proposal Award/Contract and all related Exhibits
- Federal Transit Administration Clauses– Exhibit A of the Contract
- State of Tennessee – Exhibit B of the Contract

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

Proposers are bound to all terms and conditions of the solicitation, solicitation addenda, contract, and contract exhibits including Federal Transit Administration and State of Tennessee clauses. See Contract Exhibits A and B for FTA and State contract clauses.

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

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

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

5.2 GENERAL TERMS AND CONDITIONS

1. GENERAL REQUIREMENTS

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

2. PROPOSER AFFIDAVITS NON-COLLUSION

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

3. INSURANCE REQUIREMENTS

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

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

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

4. INTEREST OF MEMBERS OF NASHVILLE MTA

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

5. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS AND STATE OFFICIALS

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

6. INTEREST OF MEMBERS, OR DELEGATES TO CONGRESS

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

7. INTEREST OF THE PROPOSERS

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

8. WORKERS COMPENSATION ACT

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

9. SOCIAL SECURITIES ACT

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

10. EQUAL EMPLOYMENT OPPORTUNITY

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

11. AUTHORITY TO ENTER CONTRACT

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

12. AUTHORIZATION OF PROPOSAL

If the proposal is made by an individual doing business under an assumed name, the proposal shall so state. If the proposal is made by a partnership, the full name and addresses of each member and the address of the partnership shall be given and the proposal shall be signed by one member thereof. If the proposal is made by a corporation, it shall be signed in the corporate name by an authorized officer. If the proposal is made by a joint venture, the full name and address of each member of the joint venture shall be given and the proposal shall be signed by each venture. Form(s) is included to be filled out and submitted with the proposal.

13. SUBCONTRACT APPROVAL

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

14. COST/PRICE ANALYSIS

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

cost/price analysis, which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of the data to determine the effect on proposal prices. The Agency may require a pre-award audit, and potential proposers shall be prepared to submit data relevant to the proposed work which will allow the Agency to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State, and local regulations. Procurements resulting in a single proposal will be treated as a negotiated procurement and the Agency reserves the right to negotiate with the single proposer to achieve a fair and reasonable price. If both parties cannot agree upon a negotiated price, the Agency reserves the right to reject the single proposal.

All contract change orders or modifications will be subject to a cost analysis.

15. PRICING

The price quoted in any proposal submitted shall include all necessary cost to complete the services in accordance with the specifications. Anything omitted from such specifications, which are clearly necessary, shall be considered a portion of such cost although not directly specified or called for in the specifications. Proposers should note discounts.

16. PROMPT PAYMENT

The proposer agrees to pay each subcontractor for satisfactory performance of its contract no later than fifteen (15) days from receipt of each payment the proposer receives from the Agency. Any delay or postponement of payment may occur only for good cause following written approval of the Agency. This clause applies to both DBE and non DBE subcontractors. If the proposer determines the work to be unsatisfactory, it must notify the Agency immediately, in writing, and state the reasons. Failure to comply with this requirement would be construed to be a breach of contract and subject to contract termination.

17. PROTEST

A. Definitions for Purposes of the section

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

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

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

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

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

C. Submission of Protest

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

The proposal and proposed contract number of the proposal.

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

Chief of Staff & Administration
430 Myatt Drive
Nashville, TN 37115
Vince.Malone@nashville.gov

D. Types of Protests and Timing

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

1. Protest regarding Proposal

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

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

2. Protests regarding Requirements and Responsiveness

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

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

3. Protest Regarding Receipt of Non-Award Notification

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

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

E. Authority Response

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

1. Types of Protests

a. Protest regarding the proposal

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

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

b. Protest regarding requirement and responsiveness

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

c. Protests after non-award notification

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

2. Decisions by Authority

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

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

After reviewing the protest submitted under this section, the Authority will issue a written decision of the basis of the information provided by the protestor, the results of any meetings with protestor, and the Authority's own investigation. If the protest is upheld, the Authority will take appropriate action to correct the procurement process and protect the rights of the protestor, revised evaluation of Proposal or Authority determinations, or termination of the contract. If the protest is denied, the Authority will lift any suspension imposed and proceed with the procurement process. If the protestor is not satisfied with the response of the Director, the protestor may appeal in writing to the Chief Executive Officer or the CEO's designee ("CEO"), within five (5) business days from the date of the Director's response. The CEO, in his or her sole discretion, shall determine if the protest has been given fair and reasonable consideration by the Director, or if additional information is needed or consideration is warranted. The CEO will provide a response within ten (10) business days after receipt of the appeal. The CEO's decision is final and no further action on the protest shall be taken by Nashville MTA. By written notice to all parties, the Director or CEO may extend the time provided for each step of the protest procedures, extend the date of notice of award, or postpone the award of a contract if deemed appropriate for protest resolution.

F. FTA Protest Procedure

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

18. ADDITIONAL SERVICES REQUEST

The Agency reserves the right to request Additional Services under this proposal that may not be specifically identified within. Proposers are encouraged to identify and provide supporting statements for

any other area(s) of services not listed in the Scope that may be related to Additional Services and the work of the Agency.

19. PROPOSED CONTRACT ALTERATIONS

No alterations or variables in the terms of the proposal and /or of the proposed contract shall be valid or binding upon the Agency unless authorized in writing by the Agency.

20. ASSIGNABILITY

Any public Agency (i.e., city, district, public Agency, municipality, and other political subdivision or any FTA-funded entity) shall have the option of participating in any award made as a result of a proposal and/or contract at the same prices, terms and conditions. The Agency reserves the right to assign any or all portions of Services awarded under this proposal and/or contract. This assignment, should it occur, shall be agreed to by the Agency and the proposer. Once assigned, each Agency will enter into its own contract and be solely responsible to the proposer for obligations to the service assigned. The Agency's right of assignment will remain in force over the contract period or until completion of the contract including options, whichever occurs first. The Agency shall incur no financial responsibility in connection with contracts issued by another public Agency. The public Agency shall accept sole responsibility for placing service and payments to the proposer.

21. PUBLICATION AND MEDIA RESTRICTIONS

The Contractor shall not publish or reproduce subject data in whole or in part, or in any manner or form, without the advance written consent of the Agency, unless the Agency has released or approved the release of that data to the public.

22. GRATUITIES AND KICKBACKS

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any proposal or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the Agency contracts.

5.3 STANDARD CLAUSES

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

The following requirements are not federal clauses.

1. FULL AND OPEN COMPETITION

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

2. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

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

3. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

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

4. COMPLIANCE WITH FEDERAL REGULATIONS

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

5. REAL PROPERTY

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

6. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

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

7. ENVIRONMENTAL JUSTICE

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

8. ENVIRONMENTAL PROTECTIONS

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

53. The U.S. EPA, FHWA and other federal 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.

13. NOTIFICATION OF FEDERAL PARTICIPATION

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

END SECTION V

DRAFT CONTRACT FOR PROPOSER REVIEW. **NOTE: ALL PROPOSED CHANGES TO CONTRACT TERMS MUST BE SUBMITTED WITH THE PROPOSAL RESPONSE TO BE CONSIDERED. CHANGES TO EXHIBIT A – FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES AND EXHIBIT B – STATE OF TENNESSEE CLAUSES WILL NOT BE CONSIDERED.**

VI. CONTRACT TERMS AND CONDITIONS (PROPOSED)

NOTE: This is a Proposed Contract for Nashville MTA. The same terms and conditions will apply to. PROPOSERS ARE ADVISED THAT IF AWARDED A CONTRACT, THEY WILL SIGN SEPARATE CONTRACTS WITH MTA. Each Agency reserves the right to make changes to this Proposed Contract prior to execution.

CONTRACT NO. 2023131

BETWEEN

NASHVILLE METROPOLITAN TRANSIT AUTHORITY

AND

CONTRACTOR NAME

FOR

DEMAND RESPONSE TRANSPORTATION SERVICE

This Contract No 2023131 (hereinafter referred to as “Contract”) is entered into as of the ___ day of _____, _____, by and between Nashville Metropolitan Transit Authority (hereinafter referred to as “Agency”), having its principal office located at 430 Myatt Drive, Nashville, TN 37115, and **Contractor Name** (hereinafter referred to as “Contractor”), having its principal office located at, **Contractor’s Address**.

The following documents constitute the Contract and Contract Documents:

- Contract No. 2023131
- Request for Proposed (RFP) No. 2023131

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. 2023131
- Request for Proposed (RFP) No. 2023131

1. Duties and Responsibilities of Contractor

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

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

2. Term

2.1. This Contract shall commence on the ___ day of _____, 2023. In addition to any applicable Warranty Period, the term of this Contract shall continue for a **five (5) year period**, unless otherwise terminated as provided herein (the “**Term**”).

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

3. Compensation/Invoices

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

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

3.3. The fees for the Contractor will be based upon the hourly rate schedule included as Exhibit D.

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

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

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

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

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

4. Acceptance

4.1. If the Services are not acceptable to Nashville MTA according to the Contract, then Nashville MTA shall submit a letter of non-acceptance to Contractor detailing the deficiencies within sixty (60) days of delivery to Nashville MTA of the deficient Services. Acceptance of delivery of the Services shall not release Contractor from liability for Contractor’s other obligations and duties as provided herein.

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

5. Taxes

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

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

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

7. Termination

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

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

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

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

8. Maintenance of Records and Nashville MTA Property

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

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

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

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

9. Independent Contractor/Subcontractors

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

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

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

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

10. Waiver

10.1. No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any privilege, right or power hereunder preclude further exercise of any other privilege, right or power hereunder.

11. Nashville MTA Owned Data

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

12. Insurance

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

- a) Products Liability Insurance in the amount of one million (\$1,000,000) dollars (If the Contractor will be shipping to a receiving department at Nashville MTA)

- b) General Liability Insurance in the amount not less than one million dollars (\$1,000,000) combined single limit each occurrence for bodily injury and property damage.
- c) Professional liability insurance, errors & omissions insurance, or malpractice insurance, whichever may be customary in the professional field, in the minimum amount of one million dollars (\$1,000,000.00) per claim/annual aggregate. Such coverage must be maintained for a period of three (3) years following termination of this Contract or final acceptance by Nashville MTA of the Services, whichever is later. This provision shall expressly survive the termination of the Services or the Contract.
- d) Automobile Liability Insurance in the amount not less than a combined single limit of one million dollars (\$1,000,000) covering Contractor's owned, non-owned, leased or rented vehicles.
- e) Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and employer's liability insurance with limits of no less than one hundred thousand (\$100,000) dollars, as required by the laws of Tennessee. (Not required for companies with fewer than five (5) employees).
- f) other insurance
- g) Such insurance shall:
1. Contain or be endorsed to contain a provision that includes Covered Entities as additional insureds and loss payees with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the Covered Entities.
 2. For any Claims related to this Contract, Contractor's insurance coverage shall be primary insurance as respect to the Covered Entities. Any insurance or self-insurance programs covering the Covered Entities shall be excess of Contractor's insurance and shall not contribute with it.
 3. Regarding Automotive Liability Insurance including vehicles owned, hired, and non-owned, said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the Covered Entities as additional insureds with respect to Claims and liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor.
 4. Contractor shall maintain workers' compensation insurance, if applicable, with statutory limits as required by the State of Tennessee or other applicable laws and liability insurance. Contractor shall require each of its subcontractors to provide workers' compensation insurance for all of the latter's employees to be engaged in such work unless employees are covered by Contractor's workers' compensation insurance coverage.
 5. Other Insurance Requirements. Contractor shall:
 - a) Prior to commencement of the Services, furnish Nashville MTA with original certificates and amendatory endorsements effecting coverage required by this Section 12 and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days' prior written notice to Nashville MTA.

- b) Provide certified copies of endorsements and policies if requested by Nashville MTA in lieu of or in addition to certificates of insurance.
- c) Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.
- d) Maintain such insurance from the time the Services commence until completed. Failure to maintain, renew coverage or provide evidence of renewal as required by Nashville MTA may be treated by Nashville MTA as a material breach and Default under this Contract.
- e) Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon written appeal to the Nashville MTA Director of Risk Management Services.
- f) Require all subcontractors to maintain during the Term of this Contract Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall file subcontractor's certificates of insurance as required by Nashville MTA.
- g) Disclose any deductibles and/or self-insured retentions greater than ten thousand dollars (\$10,000) and obtain Nashville MTA's written approval of such deductibles and/or self-insured retentions prior to the commencement of the Services.
- h) Not have, if Contractor has or obtains primary and excess policies, any gap between the limits of the primary policy and the deductible features of the excess policies.

13. Employment and Nondiscrimination

13.1. Contractor shall not discriminate on the basis of age, race, sex, color, national origin, disability or any other classification protected by federal or Tennessee State Constitutional or statutory law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

13.2. Contractor shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

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

14. Ethical Standards

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

14.2. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order.

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

15. Assignment-Consent Required

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

16. Remedies

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

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

17. Governing Law and Venue

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

17.2. The parties consent that any action between the parties arising from this Contract shall be maintained in the state trial courts of Davidson County in the State of Tennessee.

18. Entire Agreement

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

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

19. Compliance with Federal Regulations

19.1. All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F and the FTA contract clauses in the RFP are incorporated by reference. Unless otherwise modified in this Contract, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Nashville MTA

request that would cause the parties to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures, and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between Nashville MTA and FTA, as may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a Default of this Contract.

20. Export

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

21. Force Majeure

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

22. Severability

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

23. Notices

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

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

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

24. Counterparts

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

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

Nashville Metropolitan Transit Authority

[Contractor]

Stephen G. Bland, Chief Executive Officer

Authorized Signatory

Date: _____

Title: _____

Date: _____

Exhibit A to Contract
Federal Transit Administration Clauses

1. Access to Records and Reports

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

2. Americans with Disabilities Act (ADA)

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

3. Byrd Anti-Lobbying Amendment

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

4. Civil Rights Laws and Regulations

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

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

Civil Rights and Equal Opportunity

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

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply

with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

5. Clean Air Act and Federal Water Pollution Control Act

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

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the

Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

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

6. Conformance with ITS National Architecture

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

7. Debarment and Suspension

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Disadvantaged Business Enterprise (DBE)

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part

26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

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

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

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

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

9. DHS Seal, Logo, and Flags

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

10. 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.

11. Equal Employment Opportunity

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

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

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

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

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

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

12. Federal Changes

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

13. Fly America

- a) Definitions. As used in this clause—
 - 1) “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
 - 2) “United States” means the 50 States, the District of Columbia, and outlying areas.
 - 3) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S. – Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:
- e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

14. Incorporation of Federal Transit Administration (FTA) Terms

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

15. No Government Obligation to Third Parties

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

Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

16. Notification to FTA

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

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

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

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

18. 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.

19. 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.

20. Simplified Acquisition Threshold

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

20. Seismic Safety

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

21. Termination

Termination for Convenience (General Provision)

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

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

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the

contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional Service Contracts)

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

22. Violation and Breach of Contract

Rights and Remedies of the Agency

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

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

For purposes of this Contract, breach shall include.

Rights and Remedies of Contractor

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

Remedies

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

Disputes

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

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

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

Performance during Dispute

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

Claims for Damages

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

Remedies

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

Rights and Remedies

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

23. Public Transportation Employee Protective Arrangements

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

1. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

24. 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:

4. Federal transit laws, specifically 49 U.S.C. § 5323(f);
5. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
6. Any other Federal School Bus regulations; or
7. Federal guidance, except as FTA determines otherwise in writing.

If the 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.

25. 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:

- a) Federal transit laws, specifically 49 U.S.C. § 5323(d);
- b) FTA regulations, "Charter Service," 49 C.F.R. part 604;
- c) Any other federal Charter Service regulations; or
- d) 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:

- a) Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
- b) Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
- c) 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.

26. Substance Abuse Requirements

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

Exhibit B to Contract
Tennessee State Contract Clauses

Conflicts of Interest.

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

Lobbying.

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

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

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

Nondiscrimination.

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

Public Accountability.

If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which

the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

Public Notice.

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

Records.

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

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

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

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

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

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system. Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

Environmental Tobacco Smoke.

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

Exhibits To Be Added to Final Contract for Execution

Exhibit C - Scope of Services

Exhibit D –Contractor’s Accepted Price Proposal