



REQUEST FOR PROPOSAL (RFP) 2013402



RFP 2013402 Transit Advertising Sales and Services

Proposal Issued: Friday, June 28, 2013

Proposals Due: Friday, August 9, 2013

REQUEST FOR PROPOSAL

Main Office
430 Myatt Drive
Nashville, TN 37115

**PROPOSALS MUST BE RECEIVED
PRIOR TO 3:00 P.M. CST**

August 9, 2013
Proposal Number
2013402

- INSTRUCTIONS:**
1. SUBMIT (1) ORIGINAL, (5) ADDITIONAL, AND (1) ELECTRONIC COPIES OF YOUR PROPOSAL.
 2. RETURN THIS PAGE SIGNED TO RECEIVE ANY ADDENDA.
 3. ALL PROPOSALS ARE TO BE IDENTIFIED WITH RFP#, RFP NAME, AND RETURNED IN A SEALED ENVELOPE OR PACKAGE.
 4. DURING THE RFP PROCESS VERBAL COMMUNICATION MUST BE DIRECTED TO PROCUREMENT DEPARTMENT.

ADDENDA REQUEST

The Nashville MTA is soliciting proposals from firms qualified to provide transit advertising sales and services.

This Request for Proposal(s) (RFP) is set out in the following format:

- SECTION I Introduction
- SECTION II Instructions to Proposers
- SECTION III Scope
- SECTION IV Proposal Response Requirements
- SECTION V Required Forms
- SECTION VI Proposed Contract

Proposals will be accepted, at Nashville MTA's offices located at 430 Myatt Drive, Nashville, TN 37115, until 3:00 p.m., Central Standard Time (CST), **Friday, August 9, 2013**. Proposals received after this date and time will not be accepted. Proposals are not opened with regular mail.

All questions, requests for clarification, and other inquiries related to this RFP must be received by Mr. Michael Milliner, Procurement and Project Administrator, not later than 3:00 p.m. (CST), **Friday, July 26, 2013** to the address above; or via e-mail at michael.milliner@nashville.gov.

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

I HAVE READ AND UNDERSTOOD THIS REQUEST FOR PROPOSAL (RFP) and do herein request copies or notices of addenda. (The information requested below must be received not later than, 3:00 p.m. (CST), **Friday, July 12, 2013**.)

Company Name	Phone Number	Fax Number
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Address

Name of person to contact in reference to this Proposal	Title
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E-mail Address

Nashville MTA Website – www.nashvillemta.org
City Paper – Friday, June 28, 2013
Transit Intelligence – Friday, June 28, 2013

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I. INTRODUCTION

1. GENERAL

Nashville Metropolitan Transit Authority (Nashville MTA) seeks proposals from highly reputable and experienced firms to market, sell, secure and manage advertising contracts, and provide customer service for rental space on its 161 buses (137 out at peak), 540 bus benches, 120 shelters, and the Regional Transportation Authority's (RTA) commuter rail cars (interior and vestibule only) and 20 station benches. The 78 AccessRide vehicles (54 out at peak) may also be used for advertising. These instructions provide detailed legal and technical requirements for the acquisition of these services. A more detailed description of advertising space available to sell is found in Section III of the RFP.

It is Nashville MTA's intention to continue to generate additional revenue through transit advertising and to maximize the advertising revenues paid to Nashville MTA which will assist the agency to offset costs associated with the provision of public transit service.

The revenue share and the revenue guarantee resulting from all of Nashville MTA advertising sales will be shared as follows:

- The Proposer shall specify the percentage split of gross revenue they will share per year with Nashville MTA, from all gross advertising sales, to be paid monthly by the 20th of each following month.
- The Proposer shall specify the minimum annual guarantee that will be paid to Nashville MTA. The successful Proposer will pay Nashville MTA one-twelfth (1/12) of the annual guarantee by the 20th of each following month.

Nashville MTA will enter into a firm-fixed revenue share contract that will include an annual guaranteed minimum dollar amount for a term of five (5) years with an option to extend for five (5) additional years.

2. OVERVIEW

Nashville MTA provides public transportation services to citizens and visitors within the Metropolitan Nashville area and is a component unit of the Metropolitan Government of Nashville & Davidson County. The agency also maintains contracts with the Regional Transportation Authority to run bus service to Murfreesboro, Mt. Juliet, Hendersonville and the Music City Star Shuttles. In addition, the Nashville MTA provides special door-to-door paratransit transportation services (AccessRide) for seniors and people with disabilities and those unable to ride the fixed route bus service. Nashville MTA operates more than forty (40) fixed routes, with service to approximately 484 square miles. Nashville MTA has reached a major milestone by providing the local community with more than 8 million trips last fiscal year. This is more than 1 million additional rides taken on Nashville MTA vehicles compared to the previous year, which is an increase of nearly 16 percent. With ridership continuing to grow, advertising on buses, benches, shelters, and commuter rail is extremely attractive to area businesses.

A five-member Board of Directors, appointed by the Mayor and approved by the City Council, governs Nashville MTA. A management team, headed by a Chief Executive Officer oversees the day-to-day operations.

3. PROPOSAL SCHEDULE

The following estimated timetable should be used as a working guide for planning purposes. Nashville MTA reserves the right to adjust this timetable as required during the course of the RFP process. Nashville MTA will make good faith efforts to notify potential proposers of adjustments to the schedule; however, ultimate responsibility for obtaining notice of changes lies with the Proposer. Any changes to the proposed schedule will be listed on our website, www.nashvillemta.org.

Release Date of RFP	Friday, June 28, 2013
Addenda Request	Friday, July 12, 2013
Pre-Proposal Meeting	To be Determined
Deadline for all questions to RFP	Friday, July 26, 2013
Proposals Due	Friday, August 9, 2013
Evaluation of Proposals	To be Determined
Contract Approval	To be Determined
Contract Award/Notice to Proceed	To be Determined

4. COST INCURRED BY PROPOSER

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

5. EVALUATION OF PROPOSALS

An Evaluation Committee and/or the Procurement Department will conduct an initial examination of the proposals to eliminate those proposals which are determined non-responsive to the stated requirements. After the initial examination the Evaluation Committee will then evaluate and score the proposals through a one and/or two step process. The same evaluation criteria will be used to complete the evaluation for both the one and/or two step process.

For the first step the Evaluation Committee will apply the evaluation criteria set forth in the RFP or in any addenda issued for the scoring and selection of the recommended proposer(s) for the complete evaluation process.

The Evaluation Committee may make a recommendation for final award after the first step of the evaluation process. The Evaluation Committee may require additional information for final award that requires the second step of the evaluation process.

Should the Evaluation Committee determine the need for additional information, request an interview, request a presentation, request revised or best and final offers from one or more of the proposers a member of the Procurement Department will contact the top-scoring firm(s) from the first evaluation and schedule or request information to meet the requirements of the Evaluation Committee.

After the Evaluation Committee is satisfied with the additional requested information they will conduct the second and final evaluation of the Proposals.

Nashville MTA reserves the right to select one or more from among the Proposals submitted and to enter into negotiations with the top-ranked Proposer(s).

Nashville MTA reserves the right to enter into negotiations with the top-ranked Proposers without requesting interviews to reach final agreement on specific terms of the Services Contract. Proposals should be submitted initially on the most favorable and cost-effective terms within reason.

6. EVALUATION SCORING MEASURES

The Evaluation Committee will rank proposals received based upon the following weighted criteria.

Category	Subcategories	Category Point Value
Revenue Proposed	<ul style="list-style-type: none"> The percentage split of gross revenues between Nashville MTA and the Contractor and the minimum annual revenue guaranteed The best financial interest of Nashville MTA Proof of meeting compensation guarantees in most recent contracts in other agencies and percentage split of gross revenues 	40
Experience and Capabilities of Proposer	<ul style="list-style-type: none"> The experience and capability of the Proposer to undertake this contract with the maximum financial return to Nashville MTA Proposer's references and financial capacity The firm's proven ability to perform the tasks outlined in the RFP Recent relevant experience, qualifications, and success in providing services similar to Nashville MTA's requirements Qualifications of subcontractors 	25
Experience and Qualifications of Staff Assigned to Project	<ul style="list-style-type: none"> Sales experience and qualifications of the individual(s) designated by the Proposer including experience with transit or related clients Location and adequacy of office; number and experience of key personnel assigned to sell and manage Nashville MTA's advertising inventory 	20
Methodology/Approach	<ul style="list-style-type: none"> Understanding of the RFP Scope of Services as demonstrated by the approach, methodology, human, and material resources included in the proposed Work Plan The creativity and strategic soundness of the proposed Work Plan Creative ideas proposed to maximize additional advertising revenues, advertising space use, and additional outlets that Nashville MTA can explore for future revenues 	15
Total Points		100

Proposals shall be evaluated on the basis of the responses to Requests for Clarification, inquiries, this RFP, and any duly issued addenda.

7. PROPOSAL ACCEPTED

Each Proposer submits their proposal with the understanding that the acceptance in writing by Nashville MTA of the offer to furnish the services requested shall constitute a contract between the Proposer and Nashville MTA, which shall bind the Proposer to furnish services in accordance with conditions and requirements of Nashville MTA. A formal contract will be signed between Nashville MTA and the successful Proposer.

II. INSTRUCTIONS TO PROPOSERS

1. REQUESTS FOR CLARIFICATION

Any potential Proposer in doubt as to the true meaning of any part of the Scope of Services or other portions of the RFP, or who finds discrepancies in or omissions from the specifications, may submit to the Procurement Department a written Request for Clarification not later than **3:00 p.m. (CST) Friday, July 26, 2013. Only written requests will be accepted.** Requests for Clarification can be delivered via email to michael.milliner@nashville.gov. 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 specific Section of the RFP, if applicable, to assist Nashville MTA 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 so as to maintain fairness to all interested firms.

2. DELIVERY OF PROPOSALS

The Proposer must submit one (1) original paper and five (5) additional paper copies and one (1) electronic copy of the Proposal with all required forms by **Friday, August 9, 2013, at 3:00 p.m. CST** to the following address:

Michael Milliner, Procurement Project Administrator
Nashville MTA
430 Myatt Drive
Nashville, TN 37115

The **sealed** envelope, box, or appropriate package must be clearly marked with "**Transit Advertising Sales: RFP 2013402**" on the lower left side and "**DO NOT OPEN WITH REGULAR MAIL.**" Nashville MTA will not consider proposals received after the time and date specified. All proposals will be logged by the Procurement Staff member upon receipt indicating the date and time.

Proposers are solely responsible for delivery of their proposal on time. Proposers who rely on overnight delivery services, local couriers, or other delivery services remain solely responsible for timely delivery and assume all risk of late or undelivered proposals.

Proposals will not be opened publicly.

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. Nashville MTA reserves the right to reject any or all proposals, to waive any or all informalities or irregularities in the proposals received, to investigate the qualifications and experience of any Proposer, to reject any provisions in any proposal, to modify RFP contents, to obtain new proposals, to negotiate the requested services and contract terms with any Proposer. Nashville MTA reserves the right to award the RFP goods and/or services in full, in part, and/or as a single item to one or more Proposer. Nashville MTA will determine the most responsive Proposer whose proposal is most advantageous.

The Board of Directors will give final approval for the award of goods and/or services solicited in this RFP.

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

Proposals must indicate that the firm is prepared to enter into a contract with Nashville MTA in accordance with the terms and conditions set forth in this RFP, any addenda, and the proposed contract. Proposals shall be valid for a minimum period of one hundred and twenty (120) days from the proposed closing date for acceptance by Nashville MTA.

3. PROPOSAL WITHDRAWAL

Proposers will be given permission to withdraw their proposal after it has been deposited with Nashville MTA provided Proposer makes their request by telephone, e-mail or in writing, (24) hours before the due time. Requests pertaining to withdrawal by telephone must be confirmed in writing by the Proposer and must reach the office of Michael Milliner, not later than one (1) hour prior to the time fixed for submission of proposals. Proposals withdrawn in a timely manner shall be returned to the Proposer unopened.

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

5. REJECTION OR ACCEPTANCE OF PROPOSAL

The Chief Executive Officer and the Board of Directors reserve the right to accept or reject any or all parts of any proposal. Any proposal which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the proposal. If there is a discrepancy between the price written and the price listed in any portion of the Proposer's submittal, Nashville MTA acknowledges that the price written is the correct price.

6. PUBLIC RECORDS/CONFIDENTIALITY

The proposals received become the exclusive property of Nashville MTA. When a contract award is approved by Nashville MTA, all proposals submitted in response to this RFP shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each proposal that are marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY." If required by law or by an order of a court, Nashville MTA may be required to disclose such records or portions thereof, including without limitation those so marked. Proposals that indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be found to be technically unacceptable.

7. FORMS PROVIDED

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

III. SCOPE OF SERVICES

1. INTRODUCTION

It is the intent of these specifications to provide minimum acceptable criteria to cover the provisions for customer service; the sale of advertising rental space and services for the bus, bus benches, shelter panels; AccessRide buses, and the RTA, "Music City Star", commuter rail cars (interior and vestibule only) and station benches. The offered services shall not deviate from these specifications, unless such changes are authorized in writing by Nashville MTA.

The advertiser is responsible for all printed and production of signs. The successful Proposer obtains contracts for all Nashville MTA rental space.

All advertising copy is subject to Nashville MTA approval and may be declined if considered to be objectionable. The Contractor will not install any advertising that is deemed unacceptable by Nashville MTA.

2. BACKGROUND

The present system consists of an active fleet of 161 fixed route buses; all have rental space for sale, with 137 buses operating during the peak period on approximately 40 fixed routes. The fixed routes connect residential areas with most major employment sites, educational facilities, shopping malls and other retail developments, medical complexes, and local points of interest. Nashville MTA currently has contracts that provide shuttle service for the Easy Ride Commuter Benefits Program for the State of Tennessee, Metro Government, Vanderbilt, and Belmont universities. These programs benefit employees and/or students. More people are realizing that public transportation is a viable option for getting around Metro-Davidson County, and Nashville MTA is committed to making it the smart choice for commuters.

In addition, Nashville MTA's AccessRide program is a publicly funded paratransit service, which operates specialized bus service for persons with disabilities who are unable to use regular fixed-route buses. AccessRide provides door-to-door paratransit service within Davidson County 1.5 miles from a regular bus route. The AccessRide buses operate at similar times and in similar areas. The current fleet of AccessRide buses is 78 with 54 operating at peak. Nashville MTA does not currently advertise on these buses but is open for suggestions from Proposers to utilize this space.

All of Nashville MTA's buses are assigned daily so there are no specific assigned routes for advertising and the successful contractor cannot represent to potential advertisers that advertising can be route specific.

Nashville MTA currently has an agreement with the Regional Transit Authority to sell advertising for the "Music City Star" commuter rail cars and station benches. The successful Proposer will assume these duties.

The Music City Star has a total of eleven (11) cars in the systems which are rotated through the service. The weekday daily ridership at this time is approximately five hundred (500) per day and is growing. There are six (6) inbound and six (6) outbound daily trips, Monday through Friday with some limited special event trips. There are a total of twenty (20) station benches, owned by Nashville MTA, located at five (5) different stops.

3. BUS FIXED ROUTE FLEET

Nashville MTA's fixed route bus fleet carries both exterior and interior advertising space. Operating hours and days of service for the fixed route bus fleet are:

Days of Service	365 days/year
Operating hours	4:40 AM – 1:15 AM Monday - Friday 5:02 AM – 12:15 AM Saturday 5:02 AM – 11:15 PM Sunday

The following is a listing of Nashville MTA's current fixed route bus fleet;

Year	Type	Make/Model	Qty
2000	100's	60' Neoplan Artic	7
2009	100's	60' NABI Hybrid	6
2010	100's	60' NABI Hybrid	14
2013	100's	60' New Flyer	10
2004	600's	40' Gillig Low Floor	2
2005	600's	40' Gillig Suburban	1
2009	600's	40' Gillig Low Floor Hybrid	2
2005	650's	35' Gillig Low Floor	7
2009	670's	40' Gillig Low Floor Hybrid	2
2010	700's	40' Gillig Low Floor	25
2012	700's	40' Gillig Low Floor	12
2004	800's	40' Gillig Low Floor	39
2005	800's	40' Gillig Low Floor	10
2006	800's	40' Gillig Low Floor	19
2009	1200's	45' MCI over the Road	5

Nashville MTA reserves the right to add buses or remove buses from revenue service from time- to-time during the term of the Contract for maintenance or other needs. When this occurs for an extended time either additional signs will be placed on buses or contract of advertisers will be extended. This would include the fixed route and paratransit fleet.

4. PARATRANSIT FLEET - ACCESSRIDE

AccessRide is the door-to-door paratransit transportation services for people with disabilities and those unable to ride the fixed route bus service. AccessRide operating hours and days of service mirror the service of our fixed route buses.

AccessRide current fleet;

Year	Type	Make/Model	Qty
2007	202-205	Supreme StarTrans BS Senator 25	2
2009	218-224	Supreme StarTrans BS Senator 25	2
2009	225	Supreme StarTrans Hybrid	1
2010	311-345	Glaval Universal Ford E450	35
2012	345-356	Glaval Universal Ford E450 Hybrid	7
2013	360-390	Glaval Universal Ford E450	31

5. ADVERTISING SPACE AVAILABLE ON FIXED ROUTE BUSES

Exterior of Bus

Full Wrap Bus	9' X 40'
SuperSide Posters	9' X 19 ½'
Super King Size Posters	30" X 220" (Street Side)
King Size Posters	30" X 144" (Street Side)
Queen Size Posters	30" X 88" (Curb Side)
Rear Taillight Displays	21" X 72"
Front Displays	18" X 27"

All of the fixed route buses are equipped with bike racks.

Exterior bus signs shall be flexible, non-permanent removable, self-adhesive vinyl; FLEXcon, BUSmark, or 3M Scotchcal Changeable Film – 3555 or 3470.

Interior Bus Posters 11" X 28"

Print on 6 ply coated cardboard stock or .020 mil styrene preferred. Nashville MTA will allow a 3/4" boarder.

Any changes in the size or location of displays interior or exterior are subject to Nashville MTA approval.

6. WRAPPED BUSES/SUPERSIDE POSTERS

Full vehicle wraps/SuperSide posters will be available subject to the following conditions;

- Destination sign glass and front doors to remain clear, any graphics on the passenger windows to be transparent from the inside looking out.
- Wrap is limited to covering no more than 50% of windows per side
- Wrapping of the curb-side window immediately next to the front door is prohibited
- There is no limit on the number of coaches that can be wrapped.
- No "layering" of vinyl advertisements is permitted.
- Presently no buses are wrapped but there is a contract for four to be wrapped and in service in June.
- Bus numbers shall be displayed at four locations on a covered bus; front, rear and both sides.
- Nashville MTA's logos will not be disturbed.

More wrapped buses are needed to generate higher revenue return.

The successful Proposer will submit the illustrated/wrapped design and advertiser for each bus for prior approval by Nashville MTA. Nashville MTA reserves the right to reject any advertiser or design for the illustrated/wrapped bus.

At the end of the display period Nashville MTA will restore the bus to its standard exterior appearance. Upon removal of vinyl advertisement, Proposer will be responsible for the cost of restoring the exterior surface of the bus covered by the vinyl advertisements to the condition of the surrounding exterior surface of the bus. The adhesive used to apply the vinyl type advertisement shall not cause damage to Nashville MTA's vehicles, their paint schemes, existing decals or exterior surface. The Proposer will be notified of any such damage and Nashville MTA will not proceed with repair for forty-eight (48) hours after notification to the Proposer to enable the Proposer time to inspect the damage if so desired. The Proposer shall be required to reimburse Nashville MTA for the full dollar cost to repair any damage to Nashville MTA's vehicles resulting from application or removal of the vinyl advertisement.

7. BUS BENCHES

Nashville MTA has 540 bus benches in Nashville-Davidson County. These shelters are black metal structures. Twenty-one (21) have advertising frames on the backside, making two advertising spaces available on these benches. In addition, there are twenty-five (25) residential benches with no advertising permitted.

8. BUS SHELTERS

Nashville MTA has a total of 109 passenger waiting shelters with two-sided advertising panels placed throughout Nashville-Davidson County.

Illuminated Shelter Displays

Overall sign size 47 1/4" X 68"

Visible copy size: 45 5/8" X 66 7/8"

Print on .015 Mil translucent styrene, opaline or mylar. Displays are back-lit.

9. RTA COMMUTER RAIL ADVERTISING

With the start-up of the Music City Star commuter rail service in September, 2006, station bench advertising in Lebanon, Mt. Juliet, Hermitage, Donelson and Riverfront Park and interior and vestibule passenger car advertising has been added. Nashville MTA provides the sale of twenty (20) benches (four at each station), eighteen (18) 22" x 20" vestibule ads, sixteen (16) 22" x 20" interior passenger car cards, and forty-two (42) 13" x 23" interior car cards. Seven (7) cars are equipped with frames. Currently four (4) cars are used in daily commuter service, with the three (3) other cars used randomly in regular service and special event runs.

Commuter rail inside cards produced on .020 mil styrene with a 3/4" boarder.

10. ADVERTISING PROPERTY USAGE REPORT (As of June, 2013)

Benches

Spaces available to sell	540	Includes 17 frames on the backs of benches
Spaces occupied	403	Includes sold spaces and MTA promotional ads.
Percentage of Occupied Spaces	75%	

Shelter Panels

Panels available to sell	120	Includes 2 panels per shelter in most cases-some panels are blocked. Includes 26 shelters that do not have frames and only have direct application vinyl.
Spaces occupied	43	Includes sold spaces
Percentage of Occupied Spaces	36%	

Bus Signs

Spaces available to sell	375	Includes spaces on 8 Artics, 10 300's, 14 600's, 86 800's; 15 900's = 137
SuperSide Bus Posters	0	
Full Wraps	4	
Spaces occupied	256	Includes sold spaces and MTA promotional ads
Percentage of Occupied Spaces	68%	

Bus Type	Fronts with Racks	Sides	Rears	Previous Note	Grand Total
Artics/100's	All	32	8	Standard	
600	All	18	9		
700	All	76	38		
800	All	136	68		
Total	161	262	113		436

Music City Star

Station Benches	20	
Spaces Occupied	2	
Percentage of Occupied Spaces	10%	
13" x 23" Interiors	42	24 in daily operation
Spaces occupied	5	
20" x 22" Interiors & Vestibule	34	
Spaces occupied	5	22 in daily operation

11. METROPOLITAN TRANSIT AUTHORITY ADVERTISING POLICY

- a. It shall be the policy of the Metropolitan Transit Authority to prohibit all public-issue advertisements that tend to promote or inhibit the promotion of causes and beliefs; that in furtherance of this policy, all advertisements shall be limited to public announcements and advertising related to the advantage of a product, business, or service.
- b. Political advertisements are limited to political candidates only with the provision that each advertisement contain in type 10% as tall as the advertisement the phrase: **PAID POLITICAL ANNOUNCEMENT**. No credit terms are extended to any campaign or candidate.
- c. No tobacco advertisements are allowed. Alcohol products are accepted with the provision that each sale of exterior advertising be sold as a package with an accompanying exterior advertisement message regarding its proper use and that when we no longer need those, we will no longer accept reservations.
- d. Donated space for Public Service Announcements is limited to interior bus signs only. Public Service Announcements are defined as: An announcement or advertisement by a not-for-profit organization or governmental agency which explains a public service provided or announces an upcoming event which aids the community. It also includes an announcement or advertisement by a for-profit organization which explains a service provided for the benefit of the community or announces an upcoming event which aids the community. Copy must be submitted to the Metropolitan Transit Authority for approval.
- e. The Metropolitan Transit Authority reserves the right to disapprove of any advertising that is false, misleading, deceptive, and/or offensive to the moral standard of the community, contrary to good taste, or contrary to the best interest of the Transit Authority.

12. FACILITY

The buses are stored and maintained at Nashville MTA maintenance facilities located at 130 Nestor Street, Nashville, TN, 37210, and 430 Myatt Drive, Nashville, TN 37115.

Advertising materials for Nashville MTA will be shipped to and stored in the sign storage area at the 130 Nestor Street maintenance facility. This includes bus, bus shelter, and bench signs.

All material must arrive at least ten (10) working days before scheduled start date. Contractor shall have one extra sign printed for every ten (10) ordered on runs longer than one month.

Receiving hours for advertising material is:

Monday through Friday, 8:00 AM – 4:00 PM, excluding holidays

Ship to: Nashville MTA Advertising Sales Department
130 Nestor Street
Nashville, TN 37210

RTA Commuter rail cars are stored at the Lebanon yard. The successful Proposer will be responsible for storing and installing all advertising matter relating to the RTA commuter rail cars and bench signs.

13. WORK TO BE PERFORMED BY NASHVILLE MTA PERSONNEL

Nashville MTA/Davidson Transit Organization (DTO) personnel, Transit Stop Repairmen, will be responsible for installing and removing (post and pull) all advertising signs for interior and exterior of buses, benches, and shelters. The successful Proposer will be responsible for coordinating the installation with advertisers' subcontractor sign companies for the installation on full wrap buses and SuperSide posters. DTO, Transit Stop Repairmen, will be responsible for the removal of these graphics. The Transit Stop Repairmen position is a union position represented by Amalgamated Transit Union Local 1235.

Currently two (2) persons perform these duties and are available during these hours:

One (1) person works Monday through Friday, 8:00 AM – 4:00 PM
One (1) person works Tuesday through Saturday, 8:00 AM – 4:00 PM

The successful Proposer will provide personnel to work with and coordinate all advertising installations with a designated representative of Nashville MTA.

Workspace will be provided for sign company's personnel to install Full Wrap and SuperSide posters.

Pending availability of employees some additional hours may be available at overtime rates.

For purposes of calculating overtime, if necessary, Nashville MTA's current rate for employees installing and removing advertising materials is thirty (\$30.00) per hour. This rate will change with labor contract.

Installation and ongoing maintenance of signs and other necessary activities performed by DTO personnel must not interfere with Nashville MTA's operation. Every effort will be made to replace and remove advertising materials in a timely manner.

Nashville MTA will endeavor to communicate in writing all changes to its fleet, benches, shelters, and stations that impact availability of advertising property inventory.

14. DAMAGE TO VEHICLES, BENCHES, SHELTERS, OR STATIONS

All exterior vehicle, bench, shelter, and station signs shall be constructed of materials capable of withstanding all weather conditions. Vehicle signage in particular shall be constructed to withstand exposure to daily high pressure washing without deterioration of the sign backing and artwork. Contractor will be responsible for the cost to remove and replace any bench, shelter, or station ads, vehicle signage, or full wrapped bus graphics that may be damaged by daily exposure to weather conditions and/or a high pressure vehicle washer.

Non-Permanent adhesive vinyl type materials must be used to ensure no damage to paint on Nashville MTA fleet when removed.

Contractor will be responsible for replacing advertising graphics due to accidents when it is not the fault of the Nashville MTA.

Contractor shall fully reimburse Nashville MTA upon demand for all expenses incurred in the repair of damage to the finish of any bus caused directly or indirectly by the installation or removal of exterior or interior advertising.

Nashville MTA takes pride in the appearance of its buses and other assets, and will insist that damaged or worn signs be replaced.

15. NASHVILLE MTA ADVERTISING ON/IN BUSES/BENCHES/SHELTERS

Nashville MTA reserves the right to use, without charge, unsold advertising spaces available for self-promotional purposes during such time that space is available. This includes buses, benches and shelters. Nashville MTA will be responsible for the production costs of any advertising signs or materials.

16. FINANCIAL CONSIDERATIONS

Proposers must specify the percentage split of gross revenue and minimum annual dollar guarantee for each of the ten (10) years on the attached Form 1: Revenue Sharing Proposal Form and return with the proposal. Failure to incorporate this Form in the proposal may result in the Proposer's bid being considered non-responsive.

Share of Revenue/Minimum Guarantee

The amount of revenue generated for advertising sales is of great importance to Nashville MTA.

The Proposer must propose to pay Nashville MTA a percentage split of gross revenues monthly and a minimum annual dollar guarantee payable in twelve (12) equal installments. The payments to Nashville MTA for the percentage of gross revenues or the minimum annual dollar guarantee payments will be paid by the 20th of each following month.

Except for Nashville MTA advertisement, no other production costs may be included or deducted from the Monthly Revenue Remittance Report defined below.

Advertisers are solely responsible for production cost.

The successful Proposer shall submit a monthly report to Nashville MTA reporting all gross sales for all types of advertising sales.

Nashville MTA's budgeted revenue share from advertising for Fiscal Year ending June 30, 2013 is \$677,000.

Gross revenue reported from advertising sales contracts include:

Period	Gross Revenues
FY 2012	971,000.00
FY 2011	1,060,000.00
FY 2010	850,000.00

Current Active Advertising Contracts

Nashville MTA will assign to the successful Proposer all current active advertising Contracts, including prepaid Contracts, with an expiration date that has not expired prior to an Agreement between Nashville MTA and the successful Proposer. The successful Proposer must service stated revenue from the advertisers for the current active and prepaid Contracts that they assume. The successful Proposer will be entitled to negotiated percentage of the remaining value as earned on all prepaid Contracts assumed as of the effective date of an Agreement. The revenues earned by the successful Proposer from these current active and prepaid Contracts after the Agreement date shall be applied to the Gross Revenue and the calculations of amounts due to Nashville MTA as provided herein. The successful Proposer will also pay Nashville MTA's negotiated percentage of total Gross Revenues of the active Contracts on a monthly basis over the term of the Contract as revenues are received and earned.

17. METHOD OF PAYMENT TO NASHVILLE MTA

The successful Proposer is required to remit revenues earned each month within twenty (20) days after the end of the month in which they were earned. The revenue must be accompanied by a report that includes details of bus, bus benches, bus shelters, and RTA commuter rail cars (interior and vestibule only) and station benches.

Effective the first month of the Agreement and each month thereafter, the successful Proposer shall submit a Monthly Revenue Remittance Report by the 20th day of each following month in an amount equal to one-twelfth of the annual dollar guarantee minimum, or the gross revenue percentage split, whichever is greater.

Along with the Monthly Revenue Remittance Report the successful Proposer shall furnish Nashville MTA with copies of all signed advertising contracts and related correspondence.

Submitted advertising contracts between the successful Proposer and advertiser must include at a minimum:

1. Advertiser's Name, Complete Address, Contact Name, Number, and Email Address
2. Date of Agreement
3. Term of Agreement
4. Quantity and Type of Advertisement Ordered
5. Guaranteed Property Placement (if any)
6. Billing Amount to Advertiser Specifying Month/Year each Payment is Due
7. Total Contract Value
8. Signature of Authorized Representatives of Both Parties to the Agreement

Monthly Revenue Remittance Report must at a minimum include:

1. Advertiser's Name
2. Contract Period
3. Advertising Property Type
4. Quantity Sold per Property Type
5. Unit Price per Property Type
6. Total Monthly Sales per Advertiser
7. MTA Revenue Remittance Amount per Advertiser
8. Total Monthly MTA Revenue Remittance Amount for All Advertisers
9. System-wide Count of Advertising Property Inventory Sold and Unsold by Property Type

Additional reports may be added as required by Nashville MTA.

The successful Proposer shall maintain all required records for three (3) years after final payment by the successful Proposer to Nashville MTA under the terms of the operating contract. However, if any audit, claim, or litigation is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

The successful Proposer will permit Nashville MTA to inspect/audit all records and financial data involved in the operation of the concession during the regular business hours maintained by the successful Proposer, and at such other times upon one (1) day's written notice.

The monthly payment and report is to be mailed to:

Edward W. Oliphant, Chief Financial Officer
Nashville MTA
430 Myatt Drive
Nashville, TN 37115
Phone: 615-862-6129

With copies of report only to:

Patricia Harris-Morehead, Director of Communications
Nashville MTA
430 Myatt Drive
Nashville, TN 37115
Phone: 615-880-3943

18. TRADES

Trades will not be allowed at this time.

Nashville MTA will not attempt to acquire any new trades. Nashville MTA current trades (if any) will run through trade-out expiration period.

19. CONTRACT EXPIRATION

Upon the expiration of the advertising contract, the successful Proposer will assign and transfer to Nashville MTA all contracts for advertising on/in the buses, shelters, benches, and RTA commuter rail cars and benches. Said contracts will then become the property of Nashville MTA.

20. DELIVERABLE AFTER CONTRACT AWARD

In 2002, Daniel Mallett Associates of New York conducted a reach and frequency report. The successful Proposer will produce an updated reach and frequency report on the Nashville MTA inventory. Such report will include wrap buses, buses with poster advertising, bus shelters, and bus benches. Nashville MTA will advise the successful Proposer when to proceed with this report.

21. PROPOSERS RESPONSIBILITIES

The successful Proposer will be responsible for:

- a) Marketing; selling; securing advertising contracts, and providing customer service for the rental spaces on buses, bus benches, shelter panels, and the Regional Transportation Authority's "Music City Star" commuter rail cars (interior and vestibule only) and station benches.
- b) Maintenance of a continuous sales effort within the Metropolitan Nashville area conducted by a professional staff of sufficient size to assure adequate service to all advertising clients and potential customers.
- c) Provision of all printing service on behalf of clients as may be agreed upon between the Proposer and individual clients.
- d) Assuring that all displays are tasteful and of a high quality standard with regard to artwork, sign construction materials, and ad content will be shown.
- e) Obtaining all permissions, consents, license, and releases for advertising copy and materials.
- f) All materials and services provided under this Contract, whether those materials and services are provided by the Proposer, purchased ready-made, or provided by a sub-contractor.
- g) Warranting that all products and/or processes utilized in production, repair and removal of all exterior advertisements during the term of the Contract shall not damage the exterior finished surface of Nashville MTA vehicles, benches, shelters, or stations. In the event that damage occurs, the Proposer shall reimburse Nashville MTA for its costs of repairs, labor and materials.
- h) Promptly reporting use of any sub-contractors and work to be performed. Proposer will be responsible for all work and will be considered the prime contractor.

22. OTHER CONTRACT CONDITIONS

The Contractor will be required to indemnify, defend and hold harmless Nashville MTA, Metropolitan Government of Nashville, respective Boards, officers, employees and agents for any advertising copy that is deemed to be false, misleading, defamatory, invasion of right of privacy or publicity, copyrighted, infringement, trademark infringement or trade name infringement.

IV. PROPOSAL RESPONSE REQUIREMENTS

A. PROPOSAL FORMAT

Proposers shall include all of the items listed below in the order shown, in their proposals. Each section should be clearly labeled, with pages numbered and separated by tabs. This format is necessary for evaluation purposes. A more detailed explanation of the requested services is found in Section III, the Scope of Services. Proposers shall utilize Cost Form, Form1, located in Section V, to provide compensation/revenue share and annual guaranteed minimum to Nashville MTA in response to the stated requirements.

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

Proposals shall include five tabbed sections, Part 1, Part 2, Part 3, Part 4, and Part 5 organized in the order outlined below. Reference any questions, responses, or attachments as listed within each section below.

Part: 1

Cover Page and Cover Letter

All proposals shall be introduced with a Cover Page and accompanied by a Cover Letter:

1. The letter should provide information regarding the firm and its ability and qualifications to perform the requirements of this RFP. Briefly introduce your firm, providing a summary of administration, organization, and staffing of your firm including multiple offices, if applicable. Include number of years in business, size of firm, number of full-time and part-time employees, and number of current clients. Indicate the number of nonprofit and/or government clients within last two years, creative and artistic capabilities, type of tasks that must be sub-contracted or outsourced, and desktop publishing capabilities (specify graphic design programs used by art department).
2. The letter should clearly state the contact person, title, and contact information.

Part: 2

Qualifications, Experience, Key Personnel, and References

1. Describe the experience of the firm in the last thirty-six (36) months in performing services of similar size and scope;
2. Provide photographs, press kits, marketing materials, and other collateral materials of successful campaign(s);
3. A table of key personnel and resumes (including sub-contractors) who will work on projects for the Nashville MTA should include business title, project function or title, primary or predominant location or place of business, and length of time at proposing firm;
4. Provide references for similarly successful projects from three governmental agencies (or regional districts), including the name of the agency, contact name, telephone, fax and email address. Reference should address cost control, quality of work, ability to meet schedules, outsourcing, and time management.

Part: 3

Approach and Methodology

To demonstrate your organization's creativity and experience, provide a brief *Advertising Sales Work Plan* describing how your firm will provide the required services.

The *Advertising Sales Work Plan* must include a description of the Proposer's approach and methodology to developing and implementing an advertising sales strategy for Nashville MTA. The strategy must contain sufficient detail to convey to members of the evaluation committee the Proposer's knowledge of the scope of services defined in this RFP, as well as Nashville MTA's service area and ridership. No budget figures will be provided or required.

Nashville MTA reserves the right to incorporate any or all ideas and/or tasks listed in the Proposer's *Advertising Sales Work Plan* into future projects, regardless of the outcome of this RFP.

Part: 4

Proposal Forms, Licensing and Permits

FTA Required Forms

Nashville MTA requests the Proposers interested in responding complete the following forms located in Section V, *Required Forms*. Forms not applicable to this specific RFP should be completed by Proposers with an indication of "Not Applicable" and returned along with the proposal.

Cost Form	DBE Compliance Statement	References
Acknowledgment of Addenda	Affidavits of Compliance DBE	Notice to Proposer
Affidavit of Non Collusion	Certificate of Authority	Certification Debarment, Suspension Lower-Tier
Proposers Certification of Eligibility	Certification of Restrictions on Lobbying	Certification of Debarment, Suspension Primary
Compliance Specifications	Affidavits	Subcontractors
Buy America (Not Applicable)	Insurance Certificate (Successful Proposer Only)	DBE Certificate

Part: 5

Acceptance of the Proposed Contract Terms and Conditions

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

Signature is not required on the Proposed Contract included in the RFP; however, any exceptions or proposed changes to the terms and conditions must be proposed on a separate attachment. Nashville MTA reserves the right to make changes to the Proposed Contract.

B. 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 RFP 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 Proposer and no effort made to fix the Proposal price of any Proposer, or to fix any overhead, profit or cost elements of any proposal price. An affidavit of Non-collusion Form is included and must be signed and submitted with proposal.

3. INSURANCE REQUIREMENTS

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

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

Upon request, the Proposer will provide a Certificate of Coverage with the Nashville Metropolitan Transit Authority and Davidson Transportation Organization named as Certificate Holder.

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

4. INTEREST OF MEMBERS OF NASHVILLE MTA

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

5. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS AND STATE OFFICIALS

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

6. INTEREST OF MEMBERS, OR DELEGATES TO CONGRESS

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

7. INTEREST OF THE PROPOSER

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 Nashville MTA, and under the control of the Proposer, and shall relieve Nashville MTA 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 Nashville MTA 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 RFP 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 Proposal.

13. SUBCONTRACT APPROVAL

Proposer 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

Nashville MTA reserves the right to conduct a cost or price analysis for any purchase or service. Nashville MTA may be required to perform a cost/price analysis when competition is lacking for any purchase. Sole source procurements or procurements which result in a single Proposal received, will be subject to a cost/price analysis, which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of the data to determine the effect on Proposal prices. Nashville MTA may require a pre-award audit, and potential Proposers shall be prepared to submit data relevant to the proposed work which will allow Nashville MTA to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State, and local regulations. Procurements resulting in a single Proposal will be treated as a negotiated procurement and Nashville MTA reserves the right to negotiate with the single Proposer to achieve a fair and reasonable price. If both parties cannot agree upon a negotiated price, Nashville MTA reserves the right to reject the single Proposal.

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

15. PRICING

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

16. PROMPT PAYMENT

The Proposer agrees to pay each subcontractor for satisfactory performance of its contract no later than 30 days from receipt of each payment the Proposer receives from Nashville MTA. The Proposer agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor work is satisfactorily completed. Any delay or postponement of payment from the above reference may occur only for good cause following written approval of Nashville MTA. This clause applies to both DBE and non DBE subcontractors. If the Proposer determines the work to be unsatisfactory, it must notify Nashville MTA immediately, in writing, and state the reasons. Failure to comply with this requirement would be construed to be a breach of contract and subject to contract termination.

17. PROTEST

A. Definitions for Purposes of the Section

The term "days" refers to working days of the Authority.

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

Note – The Federal Transit Administration (FTA) will be notified by the Authority of all formal, written protests, when FTA funds are involved.

B. Nashville Metropolitan Transit Authority (MTA/Authority) 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 bid 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 RFP and proposed contract number of the proposal.
- A statement of grounds for the protest, a statement as to what relief is requested, and in particular 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 should be submitted to: Procurement Manager
430 Myatt Drive
Nashville, TN 37115

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.

2. Protests regarding Requirements and Responsiveness

Any protest regarding the requirements and responsiveness of 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 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 upon timely 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 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, including re-proposal, 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.

F. FTA Protest Procedure

Reviews of protests by FTA will be limited to claims that the Authority failed to have or follow protest procedures, or claims the Authority failed to review a complaint or protest. A protestor must exhaust all administrative remedies with the Authority before pursuing a protest with FTA. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protestor knew or should have known of the violation.

Under certain circumstances, protest may be made to the FTA in accordance with FTA circular 4220.1F.

Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

18. ADDITIONAL SERVICES REQUEST

Nashville MTA reserves the right to request Additional Services under this RFP that may not be specifically identified within. Proposers are encouraged to identify and provide supporting statements for any other area(s) of services not listed in the Scope that may be related to Additional Services and the work of Nashville MTA.

19. RFP/PROPOSED CONTRACT ALTERATIONS

No alterations or variables in the terms of the RFP and /or of the Proposed Contract shall be valid or binding upon Nashville MTA unless authorized in writing by Nashville MTA.

20. ASSIGNABILITY

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

22. GRATUITIES AND KICKBACKS

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

C. FEDERAL TRANSIT ADMINISTRATION CONTRACT CLAUSES

1. CONTRACT DOCUMENTS

Any contract resulting from this Proposal shall include the following;

- Request for Proposal No 2013402 and all addenda
- Proposers Offer and Guarantee
- Proposal Award/Contract

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

Federal requirements may apply to this procurement and any future contract. If those requirements change then the most recent requirements shall apply. The Federal Government requires that activities financed in part, with Federal funds, and performed by a third party contractor and/or its subcontractors on behalf of Nashville MTA 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 subcontractor's at all tiers are aware of and comply with these Federal regulations. The prime contractor is liable for subcontractor's compliance failures. Failure to comply will render the prime contractor responsible for damages and/or contract termination.

2. FLY AMERICA

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

3. ENERGY CONSERVATION REQUIREMENTS

The Proposer 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.

4. CLEAN WATER AND AIR REQUIREMENTS

The Proposer 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., and the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Proposer agrees to report each violation to Nashville MTA and understands and agrees that Nashville MTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Proposer also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

5. LOBBYING REQUIREMENTS

The Proposer must comply with the following lobbying requirements, "New Restrictions on Lobbying," at 49 CFR part 20.

Proposer shall file the certification required by 49 CFR part 20, as amended. "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Proposer shall certify that it will not and has not used Federally 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 in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Proposer shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded to Nashville MTA.

The attached Lobbying Certificate must be completed, signed and returned with Proposal.

6. ACCESS TO RECORDS AND REPORTS/RECORD RETENTION

The Proposer shall provide Nashville MTA, the FTA Administrator, the U.S. Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Proposer which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Proposer also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any Project Management Office (PMO) Proposer access to Proposer's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, or 5311.

The Proposer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Proposer agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Proposer agrees to maintain same until Nashville MTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

Reports or information requested from the Proposer will be prepared using electronic or information technology capable of assuring that, when provided to FTA, the reports or information will meet the applicable accessibility standards of section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C., 794d, and U.S.ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194.

7. FEDERAL CHANGES

Proposer 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 Nashville MTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Proposer's failure to so comply shall constitute a material breach of this contract.

8. NO OBLIGATION BY THE FEDERAL GOVERNMENT

Nashville MTA and Proposer acknowledge and agree that notwithstanding any concurrence by the Federal Government in or approval of the Proposal, 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 of Nashville MTA, Proposer, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

9. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

The Proposer also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Proposer, to the extent the Federal Government deems appropriate.

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

10. TERMINATION PROVISIONS

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

Termination for Default Breach or Cause – If the Proposer does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services and the Proposer fails to perform in the manner called for in the contract, or if the Proposer fails to comply with any other provisions of the contract, Nashville MTA may terminate this contract for default. Termination shall be effected by serving a thirty (30) day written notice of termination on the Proposer setting forth the manner in which the Proposer is in default. The Proposer shall promptly submit its termination claim to Nashville MTA for payment. The Proposer will only be paid 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 Nashville MTA that the Proposer had an excusable reason for not performing, such as a man-made disaster, fire, or flood, which are not the fault of or are beyond the control of the Proposer, Nashville MTA, may set up a new delivery of performance schedule, and may allow the Proposer to continue work, or treat the termination as a termination for convenience.

In the event of breach or default by the Proposer, Nashville MTA shall be entitled to all of its damages and reasonable expenses, and its cost to include, but not limited to its reasonable attorneys' fees incurred because of such default.

Opportunity to Cure – Nashville MTA in its sole discretion may, in the case of a termination for breach or default, allow the Proposer ten (10) days 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 Proposer fails to remedy to Nashville MTA satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Proposer of written notice from Nashville MTA setting forth the nature of said breach or default, Nashville MTA shall have the right to terminate the Contract without any further obligation to Proposer. Any such termination for default shall not in any way operate to preclude Nashville MTA from also pursuing all available remedies against Proposer and its sureties for said breach or default.

Waiver of Remedies for any Breach -In the event that Nashville MTA elects to waive remedies for any breach by Proposer of any covenant, term or condition of this Contract, such waiver by Nashville MTA shall not limit Nashville MTA remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Termination Funding – Should funding for this contract be discontinued, reduced, or delayed, in whole or in part, Nashville MTA shall have the right to terminate the contract immediately upon written notice to Proposer.

Nashville MTA by written notice may terminate this contract, in whole or in part, when it is in the Governments interest. If Nashville MTA terminated the contract, Nashville MTA shall be liable only for payment under the payment provision of this contract for services rendered before the effective date of termination.

11. DEBARMENT AND SUSPENSION GOVERNMENT-WIDE

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Proposer is required to verify that none of the Proposer, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

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

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

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

A certificate is attached and must be completed, signed, and submitted with the Proposal.

12. PRIVACY ACT

The following requirements apply to the Proposer and its employees that administer any system of records on behalf of the Federal Government under any contract:

The Proposer agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974 5 U.S.C § 552a. Among other things, the Proposer agrees to obtain the express consent of the Federal Government before the Proposer or its employees operate a system of records on behalf of the Federal Government. The Proposer understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Proposer also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

13. CIVIL RIGHTS REQUIREMENTS

1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, the Proposer agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Proposer agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Laws at 49 U.S.C. § 5332, the Proposer 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. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Proposer agrees to comply with any implementing requirements FTA may issue.

b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal Transit Law at 49 U.S.C. § 5332, the Proposer agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Proposer agrees to comply with any implementing requirements FTA may issue.

c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Proposer agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Proposer agrees to comply with any implementing requirements FTA may issue.

3) The Proposer agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 et seq. and 49 USC Section 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. App. Section 1612; and implementing regulations, as may be amended.

4) The Proposer also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

14. PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

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

Performance during Dispute-Unless otherwise directed by Nashville MTA, Proposer shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages-Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing within fifteen (15) days after the first observance of such injury of damage.

Remedies-Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Nashville MTA and the Proposer 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 in Davidson County within the State of Tennessee.

Rights and Remedies-The duties and obligations imposed by the Contract Documents and the rights and remedies available 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 Nashville MTA, shall constitute a waiver of any right or duty afforded Nashville MTA under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing or in a court of competent jurisdiction in Davidson County, Tennessee.

15. Patent and Rights Data

Research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual, or to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contracts Involving Experimental, Developmental or Research Work.

A. Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work: (1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications and related information. The term "subject data" does not include financial reports, cost analyses and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added: (a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. (b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and

irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. 1. Any subject data developed under that contract, whether or not a copyright has been obtained; and 2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA. (c) When FTA awards Federal assistance for experimental, developmental or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects. (d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save and hold harmless the Federal Government, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government. (e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent. (f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c) and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work. (g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental or research work financed in whole or in part with Federal assistance provided by FTA. (3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401. (4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental or research work:

- (1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
- (2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the

Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

- (3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental or research work financed in whole or in part with Federal assistance provided by FTA.

16. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

In connection with this project, Nashville MTA has established a specific goal of 5% for Disadvantaged Business Enterprise (DBE) participation. DBE participation is encouraged either in the capacity of the prime contractor or subcontractor. Proposers are required to document their activities in the proposal and selection of any subcontractor(s) to ensure the process is nondiscriminatory. To be considered a certified DBE the organization must be registered through the Tennessee Uniform Certification Program (TNUCP) member agencies or through an out-of-state Uniform Certification Program. It is the policy of the Department of Transportation that Disadvantaged Business Enterprises, as defined in 49 C.F.R. Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under the Agreement. Accordingly, the DBE requirements of 49 C.F.R. Part 26 applies to this Contract. In connection with the performance of this Contract, the Proposer will cooperate with Nashville MTA in meeting its commitments and goals with regard to maximum utilization of Disadvantaged Business Enterprise and will use its best effort to insure that disadvantaged businesses will be utilized when possible by steps in accordance with DOT regulations 49 C.F.R. Part 26.

17. DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. MTA's overall goal for DBE participation is 11.21% for fiscal years 2012-2014.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Nashville MTA deems appropriate. Each contract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. Proposer are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying an initial proposal prior to award:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the proposer commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

The proposer or bidder must present the information required above as a matter of responsiveness with initial proposals prior to contract award (see 49 CFR 26.53(3)).

The successful proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. 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 from MTA. 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. Any delay or postponement of payment from the above-referenced timeframe may occur only for good cause following written approval of MTA. This clause applies to both DBE and non-DBE subcontracts.

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

Small Business Participation

Nashville MTA has established a race-neutral Small Business element provided through 49 CFR 26.39 of the DBE program to structure contracting requirements to facilitate competition by small business concerns. Under the current Policy, a Small Business is a business which meets the US Government Small Business Administration (SBA) size standard. Contractors doing business with MTA are encouraged to utilize small businesses in their subcontracts. Contractors shall complete and submit the required forms which indicate whether they intend to use small businesses in the contract to be awarded, and, if so, the percentages of contract work to be allocated to small businesses.

A certificate is attached and must be completed, signed, and submitted with the Proposal.

18. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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 Contract. The Proposer shall not perform any act, fail to perform any act, or refuse to comply with any Nashville MTA requests which would cause Nashville MTA to be in violation of the FTA terms and conditions.

Other Federal Requirements

The following requirements are not federal clauses.

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.

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.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

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.

Other Contract Requirements

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.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation 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.

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.

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.

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.

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

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.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

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.

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.

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 considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the proposal.

Company

Authorized Signature /Date

Name Printed

Title

FORM 3

AFFIDAVIT OF NON-COLLUSION

Affidavit and information required for proposer:

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

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

(2) That the attached Proposal or Proposals or any subsequently submitted best and final offer have been arrived at by the Proposer 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 Invitation for Proposals, designed to limit independent proposing or competition.

(3) That the contents of the Proposal or Proposals have not been communicated by the Proposer, or its employees, or agents, to any person not an employee, or agent of the Proposer 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

PROPOSER'S CERTIFICATION OF ELIGIBILITY

The _____ (Name of Proposer (or Contractor)) hereby certifies that (Check appropriate box) is 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

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 Proposer is sufficiently informed in all matters affecting the RFP, and that the Proposer 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 Nashville MTA.

Company

Authorized Signature /Date

Name Printed

Title

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

Notary Public

My commission expires _____

FORM 6

DISADVANTAGED BUSINESS ENTERPRISE COMPLIANCE STATEMENT

THIS PAGE MUST BE COMPLETED BY PRIME PROPOSER TO INDICATE THE AMOUNT (PERCENTAGE) OF DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION.

The undersigned, as a representative of the entity, _____, submitting a bid/proposal for the _____ project, hereby acknowledges that the DBE goal established for this project is _____%.

1. Is your organization a qualified Disadvantaged Business Enterprise and/or is your subcontractors a qualified DBE? _____

If yes,

- The Proposer will submit DBE Certificate.
- The Proposer is further represents that the proposed level of DBE participation is _____%. However, this level of DBE participation is less than the goal established for this project.

2. If your organization is not a qualified Disadvantaged Business Enterprise, submit documentation of the Proposer's good faith efforts to achieve the goal established for this project.

Company

Authorized Signature /Date

Name Printed

Title

FORM 6 - A

To be considered a certified Disadvantaged Business Enterprise an organization must be registered with the Tennessee Uniform Certification Program (TNUCP). Please find below a listing of Program Partners that can provide DBE certification.

TENNESSEE UNIFORM CERTIFICATION PROGRAM UNIFORM CERTIFICATION PARTNERS

Bristol Tennessee Transit
Chattanooga Area Regional Transportation Authority
Chattanooga Metropolitan Airport Authority
Clarksville Transit System
Jackson Airport Authority
Jackson Transit Authority
Kingsport Area Transit Service
Knoxville Area Transit
Memphis Area Transit Authority
Memphis Shelby County Airport Authority
Metropolitan Knoxville Airport Authority
Metropolitan Nashville Airport Authority
Metropolitan Transit Authority
Murfreesboro Rover Public Transit
Regional Transit Authority
Tri-City Airport Authority
Smyrna Airport Authority
Johnson City Transit

Tennessee Department of Transportation
(Lead Agency)

FORM 6 – B

Metropolitan Transit Authority/Regional Transportation Authority
Disadvantage Business Enterprise

NOTICE OF INTENT TO PERFORM

AS A SUBCONTRACTOR AND/OR MATERIAL SUPPLIER

NAME OF PROJECT _____

CONTRACT NUMBER _____

CHECK ONE:

Subcontractor
(Fully complete Parts I and III)

Subcontractor with Lower-Tier Subcontractors
(Fully complete Parts I, II and III)

PART I: SUBCONTRACTOR PARTICIPATION

1. TO:

(Name of Prime Contractor)

FROM:

(Name of Subcontractor)

2. The undersigned Subcontractor/Supplier intends to perform work with the above project as (check one):

an individual / sole proprietorship

a partnership

a corporation

a joint venture

3. The undersigned Subcontractor/Supplier (check applicable statements):

NOTE: Pursuant to MTA/RTA's policies, DBE firms participating in the Disadvantaged Business Enterprises (DBE) Program must have "current" certification status with the Tennessee Uniform Certification Program (TNUCP) prior to contract award. DBE Firms must be fully certified through our Metropolitan Transit Authority (MTA), Nashville Airport Authority, or the Tennessee Department of Transportation (TDOT) to be counted towards the DBE goals on this project. Evidence of DBE certification must be attached to this form.

is a Non-DBE.

has been certified as a DBE by with MTA or TDOT.

has been certified as a DBE by the Airport Authority. Certification # _____.

has been certified as a SBE

4. The undersigned Subcontractor/Supplier is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both) and at the following price \$ _____.

PART II: LOWER-TIER SUBCONTRACTOR PARTICIPATION

With respect to the proposed subcontract described above, the following lower-tier subcontract(s) will be sublet and/or awarded to lower-tier subcontractor(s):

Name of Firm Receiving Lower-Tier Subcontract

Work _____ to _____ Be _____ Perform _____
Contract _____
Amount _____

(List DBE and Non-DBE Firms) DBE (Y/N)

Subcontract _____ () _____
\$ _____

Company _____

Address: _____ DUNS _____ CCR _____

Contact Person: _____ Phone No.: _____ Insurance

Subcontract _____ () _____
\$ _____

Company _____

Address: _____ DUNS _____ CCR _____

Contact Person: _____ Phone No.: _____ Insurance

Subcontract _____ () _____
\$ _____

Company _____

Address: _____ DUNS _____ CCR _____

Contact Person: _____ Phone No.: _____ Insurance

Total amount to be subcontracted out to DBE: \$ _____

Total amount to be subcontracted out to non-DBE/SBE: \$ _____

PART III: SIGNATURES

DATE: ___/___/___

BY: _____ PHONE: _____

(Name of Prime Contractor)

(Signature of Authorized Representative)

PHONE: _____ DATE: ___/___/___

BY: _____

(Subcontractor)

(Signature of Authorized Representative)

PART IV: DBE PARTICIPATION VERIFICATION

To be completed by MTA/RTA DBE Representative:

Total DBE participation amount: \$ _____ Overall _____ % DBE participation

Reviewed for Content and Completeness: _____ DBE

Liaison Officer

FORM 7

AFFIDAVIT OF COMPLIANCE

TO BE COMPLETED BY DISADVANTAGED BUSINESS ENTERPRISE/WB DISADVANTAGED BUSINESS

State of _____

County of _____

I hereby certify that I am the _____ (title) and;

duly authorized representative of _____ (name of firm)

Whose address is _____

I do hereby declare and affirm that I am a Disadvantaged Business Enterprise (DBE) as defined by the RFP and I will provide information requested by the Nashville MTA to document this fact.

I do solemnly declare and affirm, under the penalties of perjury, that the contents of the aforementioned document are true and correct and the above firm has authorized me to execute 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 8

CERTIFICATE OF AUTHORITY

I hereby declare and affirm that I am:

- PROPOSER IS A CORPORATION**
- PROPOSER IS AN INDIVIDUAL**
- PROPOSER IS A PARTNERSHIP**
- PROPOSER 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: _____

NOTE: If Partnership or Joint Venture; include copies for each signing member of organization per Section IV Proposal Response Requirements, 12.

FORM 9

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I _____ hereby certify on behalf of _____.
(Name of Official) (Name of Proposer)

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 10

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION PRIMARY PARTICIPANT

The prospective contractor certifies, by submission of this proposal, 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 proposer certifies as follows:

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 11

**CERTIFICATION OF LOWER-TIER PARTICIPANTS
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

The prospective lower tier participant contractor certifies, by submission of this proposal, 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 proposer certifies as follows:

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

Company

Authorized Signature /Date

Name Printed

Title

FORM 12

CONTACT INFORMATION OF SIMILAR CONTRACTS/REFERENCES

1. _____

2. _____

3. _____

4. _____

Company Name

Authorized Signature /Date

Name Printed

Title

FORM 13

AFFIDAVITS

State of _____ **County of** _____

As used herein, "Proposer" will include proposers and.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Title) of _____ (Proposer), and that Proposer is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Proposer has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Proposer 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 Nashville MTA Purchasing Policy and FTA rules it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Nashville MTA contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Proposer 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 Proposer 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 Proposer 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 Nashville MTA, FTA and the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of its contract with the Nashville MTA, Proposer 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 _____

Notary Public

My commission expires: _____

FORM 14

NOTICE TO PROPOSER

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

Company

Authorized Signature /Date

Name Printed

Title

Form 15

**BUY AMERICA CERTIFICATE
(For Procurement of Steel, Iron, or Manufactured Products)
(EXCLUDES ROLLING STOCK)**

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

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

Company

Authorized Signature /Date

Name Printed

Title

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

The Proposer hereby certifies that it cannot comply with the requirements of Title 49 USC § 5323(j)(1) and 49 CFR 661.5, but it may qualify for an exception pursuant to Title 49 USC § 5323(j)(2)(A), 5323(j)(2)(B) or 5323(j)(2)(D), and the regulations in 49 CFR 661.7.

Company

Authorized Signature /Date

Name Printed

Title

Form 16

SUBCONTRACTOR INFORMATION

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

A.

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

B.

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

C.

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

D.

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

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

VI. PROPOSED CONTRACT

CONTRACT NO [#]
BETWEEN
NASHVILLE METROPOLITAN TRANSIT AUTHORITY
AND
CONTRACTOR
FOR [Service]

This Contract No. [#] (hereinafter referred to as "Contract") is entered into as of the ____ day of _____, 2013, by and between Nashville Metropolitan Transit Authority (hereinafter referred to as "Nashville MTA"), 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, _____.

The following documents constitute the Contract and Contract Documents:

- Contract No [#]
- Request for Proposal (RFP) No [#]
- Contractor's Proposal dated _____

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 [#]
- Request for Proposal (RFP) No [#]
- Contractor's Proposal dated _____

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Duties and Responsibilities of Contractor

1.0 Nashville MTA has requested and Contractor has agreed to provide marketing, advertising, and public relations services as detailed in the RFP and this Contract. (Hereinafter referred to as "services"):

1.1 Contract shall negotiate independent task order(s) with Nashville MTA including but not limited to scope, schedule, methodology, and cost. Nashville MTA and Contractor shall mutually agree on the terms of the task order(s).

1.2 Nashville MTA reserves the right to purchase additional services Contractor may offer using this Contract. The additional services shall be agreed to in writing with a properly executed amendment between the parties. Additional services shall be invoiced at the rates as stated in the Purchase Order or in an Amendment as agreed to by both parties.

2. Term

2.0 The initial term of the Contract shall be for [term].

2.1 The term of this Contract shall be as follows: Contract Start Date: [Date]; Contract End Date: [Date].

2.2 The term of the service(s) provided will be defined on the Purchase Order(s)

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

2.4 Nashville MTA Contract obligations shall automatically terminate at Contract End Date.

3. Compensation/Invoices

3.0 [contract type]. [compensation terms].

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

3.2 Contractor shall submit invoices to:

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

4. Acceptance of Services

4.0 If the service is not acceptable, Nashville MTA will furnish a letter of non-acceptance detailing the deficiencies within sixty (60) days after Acceptance of Services. Acceptance of Services shall not release the Contractor from liability for services not performed, or faulty workmanship or service appearing even after final payment has been made.

5. Taxes

5.0 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. Warranty

6.0 For a period of _____ year following acceptance of the services and if, other work and work products, (services) Contractor warrants that all services, shall be free from defects of material and workmanship, and will be mechanically able to perform without errors or delay, the functions and calculations as represented by the Specifications and Documentation, including any special purposes specifically stated. For the warranty period, Contractor's obligation for any breach of this warranty shall be (i) to replace or correct, at Contractor's own expense, any defects in the services and (ii) in the event the services does not operate in all material respects as specified in the Documentation and/or Proposal, Nashville MTA shall be entitled to terminate the Contract for default in accordance with the terms and conditions of this Contract and shall be entitled to seek a refund of any fees paid to Contractor.

7. Title Warranty

7.0 Contractor warrants that it has good title to and/or the right to sell the services and represents that all services delivered to Nashville MTA are free and clear of all liens, claims or encumbrances of any kind. Contractor shall defend, indemnify and hold Nashville MTA harmless from and against all claims, liability, loss, damage or expense including legal fees, arising from any actual or claimed infringement of any trademark, patent, copyright, or other intellectual property right with respect to the services, or their use by Nashville MTA. In the event use of the services are restricted or interfered with as a result of such infringement, Contractor shall, at its cost, procure non-infringing services, for Nashville MTA which are equal substitutes for the services in all material respects; or obtain for Nashville MTA the right to use the services without infringement; or refund to Nashville MTA all monies paid by Nashville MTA.

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

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

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

- 8.1.0 Procure for Nashville MTA the right to continue using the products or services.
- 8.1.1 Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to Nashville MTA, so that they become non-infringing.
- 8.1.2 Remove the products or discontinue the services and cancel any future charges pertaining thereto.
- 8.1.3 Provided, however, that Contractor will not exercise option 8.1.2 until Contractor and Nashville MTA have determined that options 8.1.0 and 8.1.1 are impractical.

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

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

9. Termination

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

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

9.2 Notice by Nashville MTA - Nashville MTA may terminate this Contract at any time, with no penalty, upon fifteen (15) day written notice to Contractor. In the event of a termination under this section, Contractor will be compensated in accordance with the status of the services performed.

10. Maintenance of Records

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

11. Monitoring

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

12. Nashville MTA Property

12.0 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 during the performance of this Contract are deemed to be Nashville MTA property.

13. Modification of Contract

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

14. Partnership/Joint Venture

14.0 Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. It is expressly agreed and understood between the parties that the Contractor is an independent Contractor to Nashville MTA and as such shall be viewed in law and equity as an independent contractor. No vicarious liability shall be imposed upon the Nashville MTA; Greater Nashville Regional Council, its employees, officers, Board members and member governments; Metropolitan Government of Nashville and Davidson County by any action of the Contractor in the performance of this Contract nor shall the doctrine of respondent superior be applicable to the Nashville MTA; Greater Nashville Regional Council, its employees, officers, Board members and member governments; Metropolitan Government of Nashville and Davidson County through this Contract. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

15. Waiver

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

16. Employment

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

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

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

17. Warranty

17.0 Contractor warrants that the information provided by Contractor reflects high professional and industry standards, procedures and performances. Contractor warrants the preparation of materials, the selection of personnel, the fitness and operation of its recommendations, and the performance of other services under this Contract, pursuant to a high standard of performance in the profession. Contractor warrants that it will exercise diligence and due care and perform in

a good and workmanlike manner all of the services pursuant to this Contract. Approval or acceptance by Nashville MTA of any of Contractor's Service, work or other work products under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Contractor, its employees, agents or associates for the exercise of skill and diligence necessary to fulfill Contractor's responsibilities under this Contract. Nor shall Nashville MTA's approval or acceptance be deemed to be the assumption of responsibility by Nashville MTA for any defect or error in the service, work or other work products prepared by Contractor, its employees, associates, agents, or subcontractors.

17.1 Contractor shall keep Nashville MTA informed of the progress of the service, work or other work products and shall guard against any defects or deficiencies in its work.

17.2 Contractor shall be responsible for using due diligence to correct errors, deficiencies or unacceptable service work or other work products. Contractor shall, at no cost to Nashville MTA remedy any errors, deficiencies or any service, work or other work products found unacceptable, in Nashville MTA's sole discretion, as soon as possible, but no longer than fifteen (15) calendar days after receiving notice of said errors, deficiencies or unacceptable work Product.

17.3 Contractor's service, work or other work products shall be the exclusive property of Nashville MTA. 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.

18. Assumption of Risk

18.0 Contractor shall indemnify, defend and hold harmless Nashville MTA, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, with the work done by Contractor under this Contract. In the event of personal injury to or death of Contractor's employees, such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of Nashville MTA. Such indemnity shall not apply, however, to liability arising from the personal injury, death, or property damage of persons other than the Contractor or its employees where such liability is cause by or results from the sole negligence of Nashville MTA.

18.1 Contractor assumes full responsibility for the service, work or other work products to be performed hereunder and hereby releases, relinquishes, and discharges Nashville MTA, its offices, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either of the parties hereto or other third parties) and any loss of or damage to property (whether property of either of the parties, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands and causes of action are covered, in whole or in part, by insurance and regardless of whether such loss, damage, injury, or death was caused in whole or in part by the negligence of Nashville MTA.

19. Existing Nashville MTA Proprietary Rights

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

20. Nashville MTA Owned Data

20.0 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.

21. Independent Contractor

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

22. Compensation of Contractor's Personnel

22.0 As neither Contractor nor Contractor's Personnel are Nashville MTA employees, Nashville MTA shall not take any action or provide Contractor's Personnel with any benefits or commitments inconsistent with any of such undertakings by Contractor. Rather, Contractor shall bear sole responsibility for payment of compensation to its personnel. Contractor shall procure and maintain Worker's Compensation Insurance as stated in Section 20 Insurance.

23. Insurance

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

- a) General Liability Insurance in the amount of one million dollars (\$1,000,000)
- b) Automobile Liability Insurance in the amount of one million dollars (\$1,000,000)
- c) Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000) dollars, as required by the laws of Tennessee. (Not required for companies with fewer than five (5) employees).
- d) Such insurance shall:
 1. Contain or be endorsed to contain a provision that includes Nashville MTA, its officials, officers, employees, and volunteers as additional insured's with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insured's.
 2. For an claims related to this Contract Contractor's insurance coverage shall be primary insurance as respects Nashville MTA, its officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering Nashville MTA, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 3. 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 Nashville MTA, its officials, officers, employees, and volunteers as additional insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor.
 4. Worker's Compensation (if applicable), Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and liability insurance. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter'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 services, furnish Nashville MTA with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

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

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

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

d) Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in Nashville MTA system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by Nashville MTA as a material breach of lease.

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

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

g) Any deductibles and/or self-insured retentions greater than \$10,000 dollars must be disclosed to and approved by Nashville MTA prior to the commencement of services.

h) If the Contractor has or obtains primary and excess policies, there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

24. Indemnification and Hold Harmless

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

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

24.2 Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

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

25. Nondiscrimination

25.0 It is the policy of Nashville MTA 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 this Contract, Contractor certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in Nashville MTA's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with Nashville MTA or in the employment practices of Nashville MTA's contractors.

26. Ethical Standards

26.0 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 or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Nashville MTA contracts.

27. Assignment-Consent Required

26.0 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 rights of money 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.

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

27.2 Notice of assignment of any rights under this contract must be sent to the attention of:

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

28. Governing Law

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

29. Venue

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

30. Entire Agreement

30.0 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.

31. Export

31.0 Contractor represents and warrants that neither the Product, Documentation, Work nor the work product shall be disclosed to any foreign national, firm, or country, nor shall be exported from the United States without first complying with all the requirements of the International Traffic in Arms Regulations and the Export Administration Act, including the requirement for obtaining an export license, if applicable. Contractor shall fully indemnify Nashville MTA for any breach of this representation.

32. Force Majeure

32.0 No party shall have any liability to the other hereunder by reason of any delay of failure to perform any obligation of covenant 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.

33. Severability

33.0 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.

34. Contract Alterations

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

35. Notices

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

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

Contractor:
Insert Contractor Information

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

Nashville Metropolitan Transit Authority

Contractor

Paul J. Ballard
Chief Executive Officer

Date

By: _____

Title: _____

Sworn to and subscribed to before me, a Notary Public, this
_____ day of
_____, [Year], by
_____, the
_____ of Contractor and duly authorized
to execute this instrument on Contractor's behalf.

Notary Public

My Commission Expires _____