



RFP – The TMA Group for Franklin Transit Authority  
12 + 2 BUS PROCUREMENT

Franklin Transit Authority  
708 Columbia Ave.  
Franklin, TN 37064

Proposals Due by Monday, October 20, 2025

## Notice to Proposers

Sealed Proposals will be accepted by The TMA Group for Franklin Transit Authority at the addresses below:

The TMA Group  
Attention: Sharmila Patel  
708 Columbia Avenue  
Franklin, Tennessee, 37064

Email: [spatel@tmagroup.org](mailto:spatel@tmagroup.org)

Requests for Proposals will be received until 4 p.m. CST, Monday, October 20, 2025, at the administrative offices of the Franklin Transit Authority (FrTA). Late proposals will not be accepted and will be returned unopened. The official time will be that of the time clock in receptionist's office or the email timestamp. No telephone or facsimile submittals will be accepted.

One SIGNED original (so designated) **and** one (1) electronic version provided by email or USB flash drive of the entire proposal package shall be enclosed in a sealed envelope plainly identified in the upper left-hand corner with the company's complete name and address and in the lower left-hand corner with "RFP –The TMA Group for Franklin Transit Authority 12 + 2 BUS PROCUREMENT." Proposals must be valid for 90 days from the proposal due date.

This procurement shall be in accordance with the Federal Transit Administration (FTA) rules and regulations. Any name appearing on the Comptroller General's list of ineligible contractors is not an eligible Proposer. The successful proposer will be required to comply with all applicable Equal Employment Opportunity laws and regulations. Disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this notice, and no bidder will be discriminated against on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, political affiliation, age or disability in consideration of award of contract.

Proposers are hereby notified that this contract is being funded with 5307 funding from both the Federal Transit Administration (FTA) and Tennessee Department of Transportation (TDOT). Franklin Transit Authority is legally required to meet all reporting requirements.

Further, Franklin Transit Authority reserves the right to reject any or all proposals, waive any informality in the proposal process, and accept the proposal(s) that are deemed to be in the best interest of the Authority.

Franklin Transit Authority, FrTA, and the Authority are used interchangeably throughout this RFP.

## Contents

Procurement Process.....	6
1.1 Overview.....	6
1.2 Objectives .....	6
1.3 Explanation to Proposers.....	6
1.4 Submittal of Proposal .....	6
1.5 Proposal Acceptance, Rejection or Postponement .....	7
1.6 Taxes.....	7
1.7 Proposal Information .....	7
1.7.1 Discounts .....	7
1.7.2 Eligibility for Award .....	7
1.7.3 Responsive Offers.....	7
1.7.4 Responsible Proposers .....	7
1.7.5 History of Proposer .....	8
1.7.6 Verification of Minimum Criteria.....	8
1.7.7 Procurement Method.....	8
1.7.8 Evaluation Method .....	8
1.7.9 Award Period.....	9
1.7.10 Demonstrations/Interviews.....	9
1.7.11 Order of Precedence .....	9
1.7.12 Late Proposal .....	9
1.7.13 Withdrawal of Proposal .....	9
1.7.14 Single Proposal Response.....	9
1.8 Special Requirements and Conditions .....	10
1.8.1 Prohibited Interests – Conflicts of Interest.....	10
1.8.2 Interest of Members of Delegates to Congress .....	10
1.8.3 Covenant Against Gratuities .....	10
1.8.4 Patents .....	10
1.8.5 Indemnity .....	10
1.8.6 Compliance with Laws/Permits and Licenses.....	10
1.8.7 Governing Venue .....	11
1.8.8 Vendor Responsibility.....	11
1.8.9 Interchangeability.....	11
1.8.10 Components and Parts: General .....	11
1.8.11 Use of Authority Names in Contractor Advertising or Public Relations.....	11
1.8.12 Labels .....	12
1.8.13 Liens.....	12
1.8.14 Notification of Delay.....	12
1.8.15 Request for Extension .....	12
1.8.16 Protests .....	12
1.8.16.1 Protests Prior to Award .....	12
1.8.16.2 Protests after Solicitation Opening .....	13
1.8.17 Payment Not a Waiver .....	13
1.8.18 Contractual Relationship.....	13

1.8.19	Instructions by Unauthorized Third Persons.....	13
1.8.20	Audit and Inspection of Records .....	13
1.8.21	Contractor’s Liability Insurance.....	14
1.8.22	Compliance .....	14
1.8.23	Requirements for Sub-Contractors .....	14
1.8.24	Invoices .....	14
	Request for Proposals, Offer and Award .....	15
2.1	Deadlines and Schedule .....	15
	Project Overview.....	15
3.1	Authority Background.....	15
3.2	Vehicle Fleet.....	15
3.3	Required Vehicle Specifications.....	15
3.4	Options .....	15
3.5	Period of Performance .....	16
	Warranty .....	16
4.1	General.....	16
4.2	Repair or Replacement of Faulty Components.....	17
	Federal and FTA Clauses .....	17
5.1	No Government Obligation to Third Parties.....	17
5.2	Program Fraud and False or Fraudulent Statements or Related Acts.....	17
5.3	Access to Third Party Contract Records .....	18
5.4	Changes to Federal Requirements.....	19
5.5	Termination.....	19
5.6	Civil Rights Requirements.....	20
5.7	Disadvantaged Business Enterprises.....	21
5.8	Incorporation of Federal Transit Administration Terms .....	22
5.9	Government Wide Debarment and Suspension .....	22
5.10	Energy Conservation Requirements.....	23
5.11	Clean Air Act and Federal Water Pollution Control Act .....	23
5.12	Contract Work Hours and Safety Standards Act .....	23
5.13	Conformance with ITS National Architecture.....	24
5.14	ADA Access- Materials and Supplies .....	24
5.15	Prompt Payment.....	24
5.16	Byrd Anti-Lobbying Amendment. ....	24
5.17	Cargo Preference Requirements.....	24
5.18	Fly America .....	25
5.19	Safe Operation of Motor Vehicles – Seat Belt Use.....	25
5.20	Safe Operation of Motor Vehicles – Distracted Driving .....	25
5.21	Disputes, Breaches, Defaults, or Other Litigation.....	26
5.22	Simplified Acquisition Threshold .....	26
5.23	Prohibition on certain telecommunications and video surveillance services or equipment.....	27
	State Clauses.....	28
6.1	Conflicts of Interest.....	28

6.2 Lobbying .....	28
6.3 Nondiscrimination .....	29
6.4 Public Accountability .....	29
6.5 Public Notice.....	29
6.6 Records.....	29
6.7 Environmental Tobacco Smoke .....	30
7 Exhibits .....	31
Exhibit 1 Proposer’s Checklist .....	31
Exhibit 2 Addenda Page .....	32
Exhibit 3 Bidder’s List Information .....	33
Exhibit 4 Proposer’s References .....	34
Exhibit 5 Price Proposal Form .....	35
Exhibit 6 Insurance Checklist.....	36
8 INSURANCE.....	40
a. Contractor’s Insurance – Occurrence Basis: .....	40
b. Commercial General or other Liability Insurance – Claims-made Basis: .....	41
c. Alternative Coverage (Self Insurance) .....	41
d. Limits of Liability Coverage.....	41
e. Verification of Compliance.....	42
9 Byrd Anti-Lobbying Amendment Certification .....	44
10 Debarment and Suspension Certification .....	45
11 Buy America Certification .....	46
12 Certifactions Regarding Lobbying .....	47
13 TVM DBE Certifications .....	49
14 Required and Minimum Vehicle Specifications .....	49
14.1 12 + 2 Bus Specifications .....	50

## Procurement Process

### 1.1 Overview

The Franklin Transit Authority (FrTA) looks to procure three (3) 12 +2 cutaway buses with the option to purchase up to three (3) additional buses if available for a period of two years/24 months from the date of award. The FrTA has the option to award contracts with more than one vendor. The vehicle specifications can be found starting on page 49.

### 1.2 Objectives

The purpose of this RFP is to solicit proposals for the purchase of 12 +2 cutaway buses to provide transportation services to the Franklin Transit Authority and its riders.

This Request for Proposal is to present an overview of functional requirements for the 12 +2 buses and to define the format for proposal submission. FrTA has made every effort to ensure the accuracy and completeness of the information contained herein and recognizes that every detail/work/material may not be expressly mentioned in the RFP.

### 1.3 Explanation to Proposers

Any explanation or clarification of specifications desired by a proposer regarding the meaning or interpretation of the Request for Proposal must be requested in writing via email by Monday, September 29, to the address referenced in the Notice to Proposers. FrTA will provide a single written response for all questions/requests for explanations or clarifications of technical specifications received by the due date. The written responses and any interpretation or change made will be in the form of an Addendum to the Request for Proposal by Thursday, October 2, 2025, and will be emailed to the proposers and posted on FrTA's website.

Receipts of Addenda by the proposer must be acknowledged on the Addenda Page (Exhibit 2) before the time set for opening of proposals. **VERBAL TECHNICAL QUESTIONS WILL NOT BE ANSWERED, THUS PREVENTING AN UNFAIR ADVANTAGE TO ANY PROPOSER.** Oral explanations or instructions given before the award of the contract will not be binding upon the Authority.

For additional information regarding RFP submittals, contact Sharmila Patel at (615) 628-0270 or by email at [spatel@tmagroup.org](mailto:spatel@tmagroup.org). All correspondence, communication and contact in regard to any aspect of this solicitation or offers shall be only with the Contracting Officer identified. Unless otherwise instructed by the Contracting Officer, Proposers and their representatives shall not make any contact with or communicate with any member of the Agency, or its employees and consultants, other than the designated Contracting Officer, regarding any aspect of this solicitation.

### 1.4 Submittal of Proposal

Proposers must submit a complete response to this RFP to be considered responsive.

One SIGNED original **and** one (1) electronic version provided by email or USB flash drive of the entire proposal package shall be enclosed in a sealed envelope plainly identified in the upper left-hand corner with the company's complete name and address and in the lower left-hand corner with "RFP –The TMA Group for Franklin Transit Authority 12 + 2 BUS PROCUREMENT." If the proposal is submitted via email, please use "RFP –The TMA Group for Franklin Transit Authority 12 + 2 BUS PROCUREMENT" as the subject line. Proposals must be valid for ninety (90) days from the proposal due date, which is listed in

section 3.1, Deadlines and Schedules. PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE CONSIDERED.

#### 1.5 Proposal Acceptance, Rejection or Postponement

Each proposal will be submitted with the understanding that the acceptance in writing by the Authority shall be deemed to result in a binding contract.

The Authority reserves the rights to postpone, accept, or reject any and all proposals in whole or in part, on such basis as it deems to be in its best interest to do so, subject to the rules and regulations set forth by the Federal Transit Administration and U.S. Department of Transportation. This solicitation for proposals does not commit the Authority to award a contract, pay any costs incurred in preparation of proposal or proposals in response to the solicitation, or to procure or contract for goods or services. Proposer shall be responsible for all costs incurred as part of their participation in the pre-award process.

#### 1.6 Taxes

Franklin Transit Authority is a governmental Authority and, as such, is exempt from payment of Federal Excise and Transportation Tax and the Tennessee Sales, Excise and Use Tax. Proposers will not include these taxes in their price(s).

#### 1.7 Proposal Information

##### 1.7.1 Discounts

Prompt payment discounts will not be considered in the evaluation of proposals.

##### 1.7.2 Eligibility for Award

In order to be eligible for award, proposers must be responsive and responsible.

##### 1.7.3 Responsive Offers

Responsive offers are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the resulting Contract. Proposals which do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.

##### 1.7.4 Responsible Proposers

Responsible proposers are those prospective Contractors who, at a minimum, must:

- have adequate financial resources, as required during performance of the Contract;
- are able to comply with the required or proposed performance schedule, taking into consideration all existing business commitments;
- have a satisfactory record of past performance;
- have necessary technical capability to perform;
- comply with any applicable requirements of the regulations and amendments thereto of the Americans with Disabilities Act of 1990 as amended, 49 CFR Part 38; certify that the proposer is not on the U.S. Comptroller General's list of ineligible contractors; guarantees that the proposal submitted is not a product of collusion with any other Proposer and no effort has been made to fix the proposal price for any Proposer or to fix any overhead, profit or cost element of any proposal price;
- be qualified as a manufacturer or regular dealer of the items being offered;

- comply with all Federal contract clauses contained herein (Federal and FTA Clauses –Section 6);
- comply with all applicable Equal Employment Opportunity laws and regulations;
- are otherwise qualified and eligible to receive an award under applicable laws and regulations.

#### 1.7.5 History of Proposer

Proposer shall provide a concise statement covering the history of the proposer’s company under current and any prior names. History shall include number of years in business (under each name), major programs/projects similar to the subject proposal and why the proposer feels that proposer’s company is best suited to fulfill the requirements of this proposal.

Proposer shall provide a list of at least three (3) customer references (Exhibit 4). Include the following for each of the three references: the firm name and address, the name and telephone number of a contact person, the contact person’s email, the contract number, and the contract date.

#### 1.7.6 Verification of Minimum Criteria

All prospective proposers may be requested to submit written evidence verifying that they meet the minimum criteria necessary to be determined a responsible contractor. Refusal to provide requested information may cause rejection of the proposal.

#### 1.7.7 Procurement Method

Procurements for FrTA are governed by the Procurement Policy of The TMA Group/Franklin Transit Authority, the Tennessee Department of Transportation, and FTA (per FTA Circular 4220.1G, “Third Party Contracting Requirements”). The Authority is using the Competitive Negotiated Purchase procurement (Request for Proposal) method as a source selection.

#### 1.7.8 Evaluation Method

All complete proposals will be evaluated according to the guidelines set forth in this RFP. Following this evaluation process, proposals will be labeled as “responsive” or “non-responsive.” Proposer must be deemed “responsible.”

All non-responsive proposals will be removed from further consideration. Negotiations will then begin with the proposer, whose proposal has been judged most appropriate, with regard to all factors including cost. The Authority reserves the right to negotiate acceptable milestone payments as part of the negotiation process.

Franklin Transit Authority will not take into consideration any kind of geographic preference for prospective bidders.

Proposals will be evaluated by an evaluation committee comprised of staff from the following department(s): Administration and Transportation. Points will be awarded based upon various criteria as follows:

- Cost (40%)
- Available inventory and timeline for delivery (35%)
- References / Past Performance (25%)

The winning proposal(s) will ultimately be based upon "best value" and the proposal that is most advantageous to Franklin Transit Authority.

#### 1.7.9 Award Period

After Proposal opening, the Authority will have up to 60 days to evaluate, negotiate, and issue the Purchase Order. The Contract shall consist of the FrTA's Notice of Award, together with a purchase order, the Contractor's Contract (if applicable) and this Request for Proposal.

#### 1.7.10 Interviews

FrTA reserves the right to request interviews from any or all responsive/responsible proposers determined to be reasonably likely of being selected for the contract award. Interviews will be conducted at no charge to FrTA. At FrTA's option, interviews may be conducted with the Proposers in the competitive range.

#### 1.7.11 Order of Precedence

In the event of inconsistency between provisions of the agreement and any provisions contained in the Exhibits listed in this RFP, the provisions that set forth additional, higher, or more stringent standards of care, duties, requirements, or obligations on the part of the Contractor shall prevail and take precedence.

#### 1.7.12 Late Proposal

Any proposal or modification of proposal received after the exact time specified for proposal opening will not be considered.

#### 1.7.13 Withdrawal of Proposal

A proposal may be withdrawn by a proposer or his/her authorized representative, provided his/her identity is made known and a receipt is signed for the proposal, but only if the withdrawal is made prior to the exact time set for opening of proposals.

#### 1.7.14 Single Proposal Response

If only one proposal is received in response to any portion of the Invitation for Proposal, the proposal process may proceed or end as follows:

- The only proposal submitted and received on time may be retained unopened and the proposal opening date extended to encourage further competition. That vendor will then have the option to take possession of his proposal or leave it with the Authority for consideration at the next proposal opening.
- Open the only proposal received and request a detailed cost proposal of the single offeror. A cost/price analysis and evaluation and/or audit may be performed of the single proposal in order to determine if the price is fair and reasonable. In addition, the Authority will determine if competition was inadequate due to circumstances within the Authority's control. FrTA may award the contract provided the price is deemed to be fair and reasonable.
- Close the proposal process, return the single proposal response unopened, and re-evaluate the specifications for revisions and re-proposal later.

## 1.8 Special Requirements and Conditions

### 1.8.1 Prohibited Interests – Conflicts of Interest

No member, officer, or employee of the public body, commission, or locality during their tenure or for two (2) years thereafter will have any interests, direct or indirect, in the Contract or the proceeds thereof.

### 1.8.2 Interest of Members of Delegates to Congress

No member of or delegate to the Congress of the United States or the legislature for the State of Tennessee will be admitted to any share or part of this Contract or to any benefit arising therefrom.

### 1.8.3 Covenant Against Gratuities

If awarded the Contract, the Contractor will warrant that they have not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of the Authority, with a view toward securing favorable treatment in the award, amendment, or performance evaluation of the Contract.

### 1.8.4 Patents

The Authority will advise the Contractor of any impending patent suit and provide all information available. The Contractor shall defend any suit or proceeding brought against the Authority based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent, and the Contractor shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the Authority. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for the Authority the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

### 1.8.5 Indemnity

The proposer agrees to indemnify, defend and hold the FrTA harmless from any and all claims and lawsuits by third parties (including, but not limited to, employees and contractors of the Authority and the proposer), including the payment of all damages, expenses, penalties, fines, costs, royalties, charges and attorneys' fees incurred by the Authority, whether these claims or lawsuits are based upon breach of warranty, strict liability in tort, any failure by the proposer to comply with any laws pertaining to the Contract Documents, the use of patent appliances, products or processes or any breach by the proposer of any of its other duties, representations, covenants, or other agreements in the Contract Documents. The proposer will defend all suits brought upon all such claims and lawsuits and shall pay all costs and expenses incidental thereto, but the Authority shall have the right, at its option, to participate at its own expense in the defense of any suit, without relieving the proposer of any of its obligations hereunder.

### 1.8.6 Compliance with Laws/Permits and Licenses

The proposer will give all notices and comply with all Federal, State, and City laws, ordinances, rules, regulations, standards, and orders of any public authority bearing on the performance of the Contract or concerning the production/installation of equipment and/or components thereunder, including, but not limited to, the laws referred to in these General Provisions of the Contract and the other Contract Documents. If the Contract Documents are at variance therewith in any respect, any necessary changes shall be adjusted by appropriate modification. Omission of any applicable laws, ordinances, rules, regulations, standards, or orders by the Authority in the Contract Document shall be construed as an

oversight and shall not relieve the proposer from his obligations to meet such fully and completely. Upon request, the Contractor shall furnish to the Authority certificates of compliance with all such laws, orders, and regulations. The Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under the Contract.

Applicable provisions of all Federal, State, City, and local laws, and of all ordinances, rules, and regulations shall govern all claims and disputes which may arise between person(s) submitting a proposal response hereto and the Authority, by and through its officers, employees and authorized representatives, or any other persons. Lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.

#### 1.8.7 Governing Venue

All matters and disputes arising or to arise under the Contract and performance thereof shall be subject to the jurisdiction and process of the Courts of Tennessee, including any questions as to the liability for taxes, licenses or fees levied by the State or its political subdivisions.

#### 1.8.8 Vendor Responsibility

It is the intent of these specifications to provide quality equipment and installation. The equipment and installation which the vendor proposes to furnish must be of substantial and durable construction in all respects. No advantage will be taken by the proposer or vendor in the omission of any part or detail, which goes to make the product complete and ready for use.

The proposer will assume responsibility for all equipment and installation described in the proposal, whether the same is manufactured by the proposer or purchased ready made from a source outside the proposer's company. It is the sole responsibility of the proposer to read the specifications and understand them.

#### 1.8.9 Interchangeability

All units and components procured under this Contract, whether provided by suppliers or manufactured by the Contractor will be duplicates in design, manufacture, and installation to assure interchangeability among vehicles.

#### 1.8.10 Components and Parts: General

Viewed individually and as a finished product, all material, components, and parts installed in or on a vehicle shall be newly made of the current model year under standard production by the manufacturer. Under no circumstances, are used, reconditioned or obsolete parts or components to be installed. Components or parts damaged prior to or during delivery will not be acceptable and shall be replaced at proposer's own expense with a new component or part.

#### 1.8.11 Use of Authority Names in Contractor Advertising or Public Relations

FRTA reserves the right to review and approve Authority-related copy prior to publication. The contractor will not allow the Authority related copy to be published in the Contractor's advertisements or publications until submitting copy to FRRa and receiving prior written approval from the Authority. The Contractor will agree that the published information on FRTA or its program will be factual and in no way imply that the Authority endorses the Contractor's firm, service, or product.

#### 1.8.12 Labels

The Contractor will not place its name, stencil, stamping, or marking of any type as advertisement on any of the merchandise other than concealed trademarks or trade names normally installed by the Contractor.

#### 1.8.13 Liens

All merchandise will be free and clear of any liens and encumbrances whatsoever. The contractor does hereby waive and release any liens or security interests that the Contractor may now or in the future have against the merchandise.

#### 1.8.14 Notification of Delay

The Contractor will notify the Chief Operating Officer as soon as the Contractor has, or should have, knowledge that an event has occurred which will delay deliveries. Within five (5) days, the Contractor will confirm such notice in writing furnishing as much detail as is available.

#### 1.8.15 Request for Extension

The Contractor agrees to supply, as soon as such data is available, any reasonable proofs that are required by the Chief Operating Officer to make a decision on any request for extension. The Chief Operating Officer will examine the request and any documents supplied by the Contractor and will determine if the Contractor is entitled to an extension and the duration of such extension. The Chief Operating Officer will notify the Contractor of the decision in writing. It is expressly understood and agreed that the Contractor will not be entitled to damages or compensation and will not be reimbursed for losses on account of delays resulting from any cause under this provision.

#### 1.8.16 Protests

Protests will only be accepted by FrTA from prospective proposers or proposers whose direct economic interest would be affected by the award of a contract or refusal to award a contract. FrTA will consider all such protests, whether submitted before or after the award of a contract.

All protests must be in writing and conform to the following requirements:

- Be concise and legally arranged
- Name, address, and telephone number of the protestor
- Identification of the solicitation or contract number
- Provide a clear and detailed statement of the legal and factual grounds of the protest, including copies of any relevant documents and
- Provide a statement as to what relief is requested

##### 1.8.16.1 Protests Prior to Award

Protests addressing the adequacy of the Request for Proposal, including the pre-award procedure, the Instruction to the Proposers, General Terms and Conditions, Specifications and Scope of Work, must be filed with FRANKLIN TRANSIT AUTHORITY not less than five (5) full working days prior to the proposal due date. Thereafter, all issues and appeals are deemed waived by all interested parties. Any protest or objection will be submitted for resolution to the TMA Group/Authority's President/CEO. Oral protests not followed up by a written protest will be disregarded. A protest or objection will not be considered by the Authority if it is insufficiently supported or if it is not received within the specified time limits.

Upon receipt of the written protest, FrTA will determine if the proposal opening date should be postponed. If the proposal opening date is postponed, an appropriate addendum will be issued regarding a rescheduling of the proposal opening.

Any protest may be withdrawn at any time before FrTA has issued its decision.

#### 1.8.16.2 Protests after Solicitation Opening

Any party aggrieved by an award of a contract may protest to the President/CEO, in writing, within five (5) days after such aggrieved party knew or should have known of the facts giving rise thereto. Such protest shall include the detailed facts leading up to the protest. The President/CEO is authorized to settle and resolve any protest relating to the solicitation or contract award. Protests received later than thirty (30) days after solicitation opening shall not be considered.

In the absence of a settlement, the President/CEO shall make her decision known, in writing, within one (1) week of receipt of the protest. Such decision shall respond, in detail, to each substantive issue raised in the protest.

The written decision of the President/CEO shall be final, binding, and conclusive on the parties. All protests should be transmitted to:

The TMA Group/Franklin Transit Authority  
ATTN: President/CEO  
708 Columbia Avenue  
Franklin, TN 37064

Protests will only be entertained by FTA if the aggrieved party is alleging that FrTA does not have, or is failing to follow, written protest procedures.

#### 1.8.17 Payment Not a Waiver

No payment or any partial or entire use or retention of the merchandise by the Authority shall constitute an acceptance by the Authority of any merchandise not in accordance with the Contract Documents.

#### 1.8.18 Contractual Relationship

No contractual relationship will be recognized under the Purchase Order other than the Contractual relationship between the Authority and the Prime Contractor.

#### 1.8.19 Instructions by Unauthorized Third Persons

Any instructions, written or oral, given to the Contractor by someone other than the Chief Operating Officer or her authorized representative, which are a change in the Contract, will not be considered as an authorized Contract change. Any action on the part of the Contractor taken in compliance with such instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

#### 1.8.20 Audit and Inspection of Records

The Contractor will permit the authorized representative of Franklin Transit Authority to inspect and audit all data and records of the Contractor relating to its performance and its subcontracts under this Contract from the date of the Contract through and until the expiration of two (2) years after completion of the Contract. This section excludes the inspection data and records required by the quality assurance

provisions. The inspection and audit provided in this section does not include an audit of the manufacturer's cost and/or profit, with the exception of single proposal or sole source situations.

#### 1.8.21 Contractor's Liability Insurance

The attached Insurance Checklist (Exhibit 6) which includes a lower portion for the insurance agent to fill-out; do not write in the upper portion of the form) and General Contract Form (Exhibit 7) must be completed and returned with the proposal package. Please note that the insurance coverage must be provided by insurers authorized to do business in the State of Tennessee and acceptable to the Authority. The insurance coverage should provide the required coverages marked by an "X" in the upper portion of the Insurance Checklist, including Worker's Compensation that complies with regulations of the State of Tennessee.

Successful proposer shall provide certificate of insurance, as proof that such insurance coverage exists prior to contract release by Purchasing. The Authority must be named as an additional insured party on all policies, except Worker's Compensation, Auto and Professional Liability. A copy of the additional insured endorsement must be provided with the certificate of insurance. The Contractor agrees that if any policy of insurance is in effect in such manner as to affect the insurance called for herein, 30 days' notice in writing shall be given to the Authority prior to any such change of required coverage, cancellation, or non-renewal of the policy.

#### 1.8.22 Compliance

The Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970, Tennessee Occupational Safety and Health Act of 1972 and those of all applicable Acts, Laws or Regulations of the State during the conduct of and the Contractor's performance of this Contract. The Contractor shall indemnify the Authority for fines, penalties and corrective measures that result from the acts of commission or omission of the Contractor, its subcontractors, if any agents, employees and assigns and their failure to comply with such safety rules and regulations.

#### 1.8.23 Requirements for Sub-Contractors

The Contractor shall require its subcontractors, if any, to obtain an amount of insurance coverage, which is deemed adequate by the Contractor. The Contractor shall be liable to the extent that the subcontractor insurance coverage is inadequate. The subcontractors, prior to commencing any of the work, shall submit certificates evidencing such insurance coverage to the Contractor.

#### 1.8.24 Invoices

All invoices for payments will be submitted to the FrTA as follows:

FrTA  
ATTN: Kelly Bair, CFO  
708 Columbia Avenue  
Franklin, TN 37064  
kbair@tmagroup.org

Payment terms are net 30 days after receipt of invoices. Invoices should include at a minimum: 1) Purchase Order number, 2) Description of equipment and/or labor, 3) Unit cost(s), and 4) Date. No payments will be made in advance of work completed or delivery of assets. No progress payments will be made for work not completed.

## Request for Proposals, Offer and Award

### 2.1 Deadlines and Schedule

Activity	Dates
RFP Issued	Monday, September 22, 2025
Vendor Questions Due	Monday, September 29, 2025
Response to Vendor Questions Due	Monday, October 6, 2025
Proposals Due	Monday, October 20, 2025
Proposal Evaluation	October 22-24, 2025
Vendor Selection/Approval of Award	October 27-29, 2025
Contract Date (Projected)	Thursday, October 30, 2025

## Project Overview

### 3.1 Authority Background

Franklin Transit Authority (FrTA) was chartered by the Franklin Board of Mayor and Aldermen as a separate governing entity for Franklin public transit service in May 2003. The Authority contracts with the Transportation Management Association (TMA) Group to operate and manage FrTA's public transit system in Franklin, TN, in Williamson County.

FrTA provides two types of service. The first service is a fixed-route system, which maintains a consistent schedule and route. The fixed routes serve the areas of the City of Franklin and the commercial area of Cool Springs. There are two fixed routes: Red Route to historic downtown Franklin and Blue Route to Cool Springs. The second is demand response service, known as Transit-On-Demand (TODD), which picks up passengers at their homes and transports them to locations within the city. TODD is available throughout the service area.

FrTA's primary office is located at 708 Columbia Avenue, Franklin, TN 37064.

### 3.2 Vehicle Fleet

FrTA typically operates approximately 14-16 vehicles in peak service times.

### 3.3 Required Vehicle Specifications

**Please refer to Section 12 for the full specifications.**

### 3.4 Options

As inventories will allow, vendor will provide options pricing for up to three (3) additional 12 + 2 cutaway buses over the duration of the agreement.

### 3.5 Period of Performance

The period of performance for this contract will be for a total period of 2 years/24 months.

## **Warranty**

### 4.1 General

The product warranty period for the equipment should be clearly stated on the Price Form (Exhibit 5).

The Contractor shall warrant that it has reviewed and evaluated all information furnished and has made all inquiries necessary such that the Contractor is fully aware of the Authority's business requirements and intended uses of equipment, as set forth or referenced in the Request for Proposals and any Addenda, Amendments or Final Proposal Requests, as well as any discussions prior to proposal submission.

The Contractor shall warrant that the system satisfies the foregoing requirements in all material respects and will be fit for such intended uses.

The Contractor shall warrant that the design, materials, construction, and workmanship of the equipment shall reflect the intended use of the equipment as a component of the overall transit management system in the Authority environment.

The Contractor shall warrant that equipment (1) is free from defects in design, material and workmanship, and shall remain in good working order, and (2) function properly and in conformity with this Contract.

The Contractor shall warrant that any documentation provided shall completely and accurately reflect the operation and maintenance of the equipment and provide the Authority with all information necessary to maintain the system.

The Contractor shall warrant compliance with all applicable laws and regulations relating to the project.

The Contractor shall warrant that its employees, agents and Subcontractors assigned to perform services under this contract shall have the proper skill, training and background to perform in a competent and professional manner and that all work will be so performed. FrTA reserves the right to remove any subcontractors if their work is deemed incompetent or unprofessional.

During the warranty period, the Contractor shall, at no cost to the Authority, furnish such materials, labor, equipment, software, documentation, services and incidentals as are necessary to maintain the equipment in accordance with the warranty.

In addition to the foregoing warranties, the Contractor shall assign the benefit of, any and all Subcontractors', Suppliers', and Vendors' warranties and representations with respect to the deliverables provided.

In its agreements with Subcontractors, Suppliers and Vendors, the Contractor shall require that such parties (1) consent to the assignment of such warranties and representations to the Authority; (2)

agree that such warranties and representations shall be enforceable by the Authority in its own name; and (3) furnish documentation on the applicable warranties.

The Contractor shall provide a single point of contact for all warranty administration during the warranty period.

The Contractor shall warrant that the Authority shall respectively acquire permanent title to all equipment provided under the Contract, free and clear of all liens and encumbrances.

#### 4.2 Repair or Replacement of Faulty Components

During the warranty period, the Contractor shall repair or replace any faulty components, with the cost included in the warranty price. The Authority will ship each faulty component to the Contractor, who shall return a new or repaired component within one week of originally receiving it.

The Contractor shall pay all shipping charges to and from the Authority, and any duties associated with the repair or replacement of faulty units.

Returned or replaced spare components shall be packaged, organized and labeled in the same manner as the original supply of spare components.

### **5 Federal and FTA Clauses**

#### 5.1 No Government Obligation to Third Parties

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor 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.

#### 5.2 Program Fraud and False or Fraudulent Statements or Related Acts

31 U.S.C. 3801 et seq.

49 CFR Part 31 18 U.S.C. 1001

49 U.S.C. 5307

49 U.S.C. 5323(I)(1)

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any claim, statement, submission, certification, assurance or representation it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges

that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, certification, assurance or representation, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that, in accordance with 49 U.S.C. 5323(l)(1), if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, certification, assurance or representation 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 on the Contractor, to the extent the Federal Government deems appropriate.

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

### 5.3 Access to Third Party Contract Records

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Access to Third Party Contract Records - The following access to records requirements apply to this Contract and Sub-Contracts issued pursuant to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor'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.

2. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

4. The Contractor 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 Contractor agrees to maintain same until the Purchaser, 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).

## 5.4 Changes to Federal Requirements

### 49 CFR Part 18

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

The Changes to Federal Requirements flows down to subcontracts, issued pursuant to this contract, appropriately to each applicable changed requirement.

## 5.5 Termination

### 49 U.S.C. Part 18

#### FTA Circular "Third Party Contracting Guidance" (Professional or Transit Service Contracts)

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

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Authority may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will 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 the Authority that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Authority after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the Authority in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the Authority's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from the Authority setting forth the nature of said breach or default, the Authority shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default

shall not in any way operate to preclude the Authority from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the Authority elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the Authority shall not limit the Authority remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts: the Authority by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Authority shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

The Contractor also agrees to include these requirements in each subcontract, issued pursuant to this contract, financed in whole or in part with Federal assistance provided by FTA, in which the prime contract exceeds \$10,000.

## 5.6 Civil Rights Requirements

29 U.S.C. § 621-624, 42 U.S.C. § 2000  
42 U.S.C. § 6102, 42 U.S.C. § 12112  
42 U.S.C. § 12132, 49 U.S.C. § 5332  
29 CFR Part 1630, 41 CFR Parts 60 et seq.  
49 CFR Part 21

Civil Rights - The following requirements apply to the underlying contract:

(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, U.S. DOT regulations 49 C.F.R. Part 21, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. In addition, the Contractor 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, Religion, 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 Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. 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 Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, 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 Contractor 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. § § 621-634 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor 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 Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor 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.

## 5.7 Disadvantaged Business Enterprises

### 49 CFR Part 26

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 percent. The Authority's overall goal for DBE participation for the current Federal Fiscal Year is 1 percent. A separate contract goal has not been established for this procurement.

b. The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 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 the Authority deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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

d. The contractor is required to pay its subcontractors performing work related to this contract (regardless of whether or not the subcontractor is a DBE) for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Authority.

- Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority.

- The Authority requires the contractor to submit a completed "Prompt Payment Certification" to FrTA no later than 30 days after the contractor's receipt of payment from the Authority, as verification of the contractor's payment to its subcontractors for work related to this contract.

In addition, the contractor may not hold retainage from its subcontractors.

This clause applies to both DBE and non-DBE subcontracts.

#### 5.8 Incorporation of Federal Transit Administration Terms

49 U.S.C. Chapter 53

49 C.F.R. 18.36 or 49 C.F.R. 19.40 – 19.48

FTA Circular "Third Party Contracting Guidance"

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 "Third Party Contracting Guidance," 49 U.S.C. chapter 53, and 49 C.F.R. 18.36 or 49 C.F.R. 19.40 – 19.48, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of the Authority's requests which would cause the Authority to be in violation of the FTA terms and conditions.

The Contractor also agrees to include any applicable requirements in each subcontract issued pursuant to this contract, financed in whole or in part with Federal assistance provided by FTA.

#### 5.9 Government Wide Debarment and Suspension

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

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

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

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

The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. The bidder or proposer agrees to comply with Federal debarment and suspension requirements and to review records for active exclusions at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR 1200.

#### 5.10 Energy Conservation Requirements

42 U.S.C. 6321 et seq.

49 CFR Part 18

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

The Contractor also agrees to include any applicable requirements in each subcontract, issued pursuant to this contract, financed in whole or in part with Federal assistance provided by FTA.

#### 5.11 Clean Air Act and Federal Water Pollution Control Act

The Contractor agrees to the following:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

#### 5.12 Contract Work Hours and Safety Standards Act

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

### 5.13 Conformance with ITS National Architecture

To the extent applicable, the recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by 23 U.S.C. § 5307(c) and, comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

### 5.14 ADA Access- Materials and Supplies

42 U.S.C. Chapter 126, Sections 12101 et seq.

Contractor shall meet all applicable requirements of the Americans with Disabilities Act of 1990, as amended, in fulfilling this contract.

The contractor also agrees to include any applicable requirements in each subcontract issued pursuant to this contract, financed in whole or in part with Federal assistance provided by FTA.

### 5.15 Prompt Payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

### 5.16 Byrd Anti-Lobbying Amendment.

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

### 5.17 Cargo Preference Requirements

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office

of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and  
c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

#### 5.18 Fly America

a) Definitions. As used in this clause—

- 1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two (2) places both of which are outside the United States.
- 2) "United States" means the 50 States, the District of Columbia, and outlying areas.
- 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

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

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation

#### 5.19 Safe Operation of Motor Vehicles – Seat Belt Use

In accordance with the provisions of Executive Order No. 13043, "Increasing seat belt use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any sub agreements, leases, third party contracts, or other similar documents in connection with the Project.

#### 5.20 Safe Operation of Motor Vehicles – Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by

an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

#### 5.21 Disputes, Breaches, Defaults, or Other Litigation

FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise. b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its Page 9 of 10 subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220. i) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. ii) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements. iii) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative Authority, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

#### 5.22 Simplified Acquisition Threshold

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Authority Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–

200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

## 5.23 Prohibition on certain Telecommunications and Video Surveillance Services or Equipment

Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

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

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

## 5.24 Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322

Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements. The bidder or offeror must submit to the Authority the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

## 5.25 Air Pollution and Fuel Economy

Bidder asserts compliance with the joint FHWA/FTA regulations, "Air Quality Conformity and Priority Procedures for Use in Federal-Aid Highway and Transit Projects" 49 C.F.R. Part 623. This includes satisfactory assurances that any facilities or equipment acquired, constructed, or improved as a part of the Project are or will be designed and equipped to limit air pollution as provided in accordance with the following EPA regulations: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600;; in accordance with applicable Federally-approved State Implementation Plan(s) (in particular, the Transportation Control Measures); and in accordance with applicable Federal regulations, directives and other standards.

## 6 State Clauses

### 6.1 Conflicts of Interest.

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

### 6.2 Lobbying

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

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

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

### 6.3 Nondiscrimination

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

### 6.4 Public Accountability

If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

### 6.5 Public Notice

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

### 6.6 Records

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

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

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

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

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

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

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

#### 6.7 Environmental Tobacco Smoke

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

## 7 Exhibits

### Exhibit 1 Proposer's Checklist

#### PROPOSER'S CHECKLIST

RFP –The TMA Group for Franklin Transit Authority 12 + 2 BUS PROCUREMENT

This form must be completed and returned with submission of proposal documents. The Proposer shall use this list to ensure all required certification, affidavits, and documentation have been provided. If the referenced attached is not required, the Proposer shall write "N/A" in the Proposer check off space. Failure to return this form may be cause for the Proposal to be considered non-responsive.

<i>Number of Form</i>	<i>Title of Form</i>	<i>Proposer Check-Off</i>
N/A	History of Proposer (See 1.7.5 on Page 8)	
Exhibit 1	Proposer's Checklist	
Exhibit 2	Addenda Page	
Exhibit 3	Bidder's List Information	
Exhibit 4	Proposer's References	
Exhibit 5	Price Proposal Form	
Exhibit 6	Insurance Checklist	
Exhibit 7	Signed Certifications	

Company Name: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Exhibit 2 Addenda Page**

ADDENDA PAGE

RFP –The TMA Group for Franklin Transit Authority 12 + 2 BUS PROCUREMENT

The undersigned acknowledges receipt of the following addendum to the Authority’s Request for Proposals.

(Give number and date of each)

Addenda No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the Invitation, which will require rejection of proposal.

If no addendums were issued, please leave this page blank and sign below.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

### Exhibit 3 Bidder's List Information

#### Minority Status of Business Ownership

#### Proposers List Information

FrTA is compiling a Bidders List with information about the minority status of firms bidding on contracts. Please identify your business below, and then complete the Bidders List minority status and income information about your business, by checking  on the applicable line. Information provided will be confidential and will be used only by FrTA to maintain bidders' records as required per 49 CFR Part 26.11.

Name of Business: \_\_\_\_\_

City/State of Business Location: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Age of Business (years), Since Establishment: \_\_\_\_\_

1. Business owned (51 percent or more) by a minority?  Yes  No  
(Minorities include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, or other minorities found to be disadvantaged by the Small Business Administration.)

2. Is business certified by the TNUCP as a Disadvantaged Business Enterprise, and on the current TNUCP Certified DBE Directory?  Yes  No

\_\_\_\_\_

#### Annual Gross Income of Business

- \_\_\_\_\_ Less than \$500,000
- \_\_\_\_\_ \$500,000 - \$1 million
- \_\_\_\_\_ \$1 million - \$2 million
- \_\_\_\_\_ \$2 million - \$5 million
- \_\_\_\_\_ \$5 million - \$10 million
- \_\_\_\_\_ \$10 million – \$15 million

**Exhibit 4 Proposer’s References**

Firm Name:	
Firm Address:	
Contact Name:	
Contact Email:	
Contact Phone Number:	
Contract Number:	
Contract Date:	

Firm Name:	
Firm Address:	
Contact Name:	
Contact Email:	
Contact Phone Number:	
Contract Number:	
Contract Date:	

Firm Name:	
Firm Address:	
Contact Name:	
Contact Email:	
Contact Phone Number:	
Contract Number:	
Contract Date:	

**Exhibit 5 Price Proposal Form**

\_\_\_\_\_ submits the following price proposal for \_\_\_\_\_  
 (Contractor Name) providing (commodity/service)

Offer Prices. The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products or services covered by this solicitation, but shall include all charges and expenses in connection with the packing of any products and their carriage to the designated place of delivery unless specifically excluded. Offer prices shall include any and all transportation costs. The Contractor will be paid upon submission of a proper invoice at the prices stipulated herein for products, and/or services delivered to and accepted by the Authority.

Brief Description of Item (Include Chassis, Model, Powertrain)	Unit Price	Warranty

Include documents to support warranty information.

Optional Items	Price
Privacy Sunshield (Driver)	\$
USB Charger Mounted to Seat Frames	
Flame Retardant Fabric (Include level)	
Franklin Transit Paint Scheme for Exterior	
Camera Installation (3 Cameras)	
Delivery to Franklin, TN	

Anticipated Delivery Date: \_\_\_\_\_.

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## Exhibit 6 Insurance Checklist

### INSURANCE CHECKLIST (Including Wheelchair Safety Guards)

REQUIRED COVERAGE (marked by "x")	MINIMUM LIMITS
<input checked="" type="checkbox"/> 1. Worker's Compensation (proprietor/partners/executive officers exclusion not allowed)	
○ Statutory limits of Tennessee and Employer's Liability	\$100,000/accident, \$100,000/disease, \$500,000/disease policy limit
<input checked="" type="checkbox"/> 2. Commercial General Liability (including premises/Operation)	
○ \$1,000,000 CSL BI/PD each occurrence, \$1 million annual aggregate	
<input checked="" type="checkbox"/> 3. Automobile Liability & Owned/Hired/Non-Owned Vehicles	
○ \$500,000 BI/PD each accident, Uninsured Motorist	
<input type="checkbox"/> 4. Independent Contractors	
○ \$1,000,000 CSL BI/PD each occurrence, \$1 million annual aggregate	
<input checked="" type="checkbox"/> 5. Products/Completed Operations	
○ \$1,000,000 CSL BI/PD each occurrence, \$1 million annual aggregate	
<input checked="" type="checkbox"/> 6. Contractual Liability	
○ \$1,000,000 CSL BI/PD each occurrence, \$1 million annual aggregate	
<input checked="" type="checkbox"/> 7. Personal and Advertising Injury Liability	
○ \$1,000,000 each offense, \$1 million annual aggregate	
<input checked="" type="checkbox"/> 8. Umbrella Liability	
○ \$ 1 million Bodily Injury, Property Damage and Personal Injury	
<input type="checkbox"/> 9. Per Project Aggregate	
<input type="checkbox"/> 10. Professional Liability	
a. Architects and Engineers	
○ \$1 million per occurrence/claim	
b. Asbestos Removal Liability	
○ \$2 million per occurrence/claim	
c. Medical Malpractice	
○ \$1 million per occurrence/claim	
d. Medical Professional Liability	
○ \$1 million per occurrence/claim	
<input checked="" type="checkbox"/> 11. Miscellaneous E & O	
○ \$1 million per occurrence/claim	
<input type="checkbox"/> 12. Motor Carrier Act End (MCS-90)	
○ \$1 million BI/PD each accident, Uninsured Motorist	
<input type="checkbox"/> 13. Motor Cargo Insurance	
<input type="checkbox"/> 14. Garage Liability	
○ \$1 million Bodily Injury, Property Damage per occurrence	
<input type="checkbox"/> 15. Garage keepers Liability	
○ \$500,000 Comprehensive, \$500,000 Collision	
<input type="checkbox"/> 16. Inland Marine-Bailee's Insurance	
○ \$ _____	
<input type="checkbox"/> 17. Moving and Rigging Floater	

- Endorsement to CGL
- \_\_\_ 18. Dishonesty Bond
  - \$ \_\_\_\_\_
- \_\_\_ 19. Builder's Risk/Installation Floater
  - Provide coverage in the full amount of contract
- \_\_\_ 20. XCU Coverage
  - Endorsement to CGL
- \_\_X\_\_ 21. Carrier Rating shall be Best's Rating of B++V or better or its equivalent
- \_\_X\_\_ 22. Notice of cancellation, non-renewal or material change in coverage shall be provided to Authority at 30 days prior to action. Worker's Compensation and/or non-payment of premium – notification may be 10 days prior to action.
- \_\_X\_\_ 23. FrTA shall be named as Additional Insured on all policies except Worker's Compensation, Auto and Professional Liability. Per Acord 25 (2009/01), policies must be endorsed; please submit copy of endorsement. Cert Holder: FrTA, ATTN: FrTA Public Transportation, 708 Columbia Avenue, Franklin, TN 37064.
- \_\_X\_\_ 24. Certificate of Insurance shall show project number or other contract identifier used by FrTA.
- \_\_\_ 25. OTHER INSURANCE REQUIRED:
  - \_\_\_\_\_

**INSURANCE AGENT'S STATEMENT:**

I have reviewed the above requirements with the bidder named below. The bidder has coverage with this Authority for all of the areas marked with the exception of the following numbers:

\_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

Is Professional Liability excluded under General Liability? Yes\_\_\_\_\_ No\_\_\_\_\_

Is Contractual Liability excluded under Comm. General Liability? Yes\_\_\_\_\_ No\_\_\_\_\_

Are Independent Contractors excluded under Comm. General Liability? Yes\_\_\_\_\_ No\_\_\_\_\_

Carrier Ratings: Insurer A\_\_\_\_\_; Insurer B\_\_\_\_\_; Insurer C\_\_\_\_\_; Insurer D\_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CONTRACTOR'S STATEMENT:**

I have reviewed the above requirements with my insurance agent(s) and, if awarded, a contract will provide all coverage marked.

AUTHORITY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Proposal or Project Name: \_\_\_\_\_

*This form and the General Contract Form must be signed and returned along with the proposal package. The Certificate of Insurance must be provided to the Authority prior to contract award.*

**8 INSURANCE**

Review this section carefully with your insurance agent or broker prior to submitting a bid or proposal. See Insurance Checklist (part of the Bid Forms) for specific coverage applicable to this contract. The term "Contract" as used in this section shall mean the Agreement covering the work that is entered into between FrTA, Tennessee, and the Contractor.

8 General Insurance Requirements:

8.1 The Contractor shall not start work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the Authority; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Director of Purchasing of original, signed Certificate(s) of Insurance, General Contract Form, and Insurance Checklist or, alternately, at the Authority's request, certified copies of the required insurance policies.

8.2 No acceptance and/or approval of any insurance by the Authority shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

8.3 FrTA (including its elected and appointed officials, agents, and employees) is to be named as an additional insured under all coverage except Worker's Compensation, Automobile Liability, and Professional Liability and the Certificate of Insurance or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the Authority, its elected and appointed officials, agents and employees.

8.4 The contractor shall provide insurance as specified in the Insurance Checklist contained in this document.

8.5 The Contractor covenants to save, defend, hold harmless and indemnify the Authority, Tennessee together with its various departments, elected or appointed officials, employees, officers, counsel, agents, and any and all other persons or entities acting on behalf of the same (collectively The Authority) from and against any and all claims of any sort based upon any theory of liability whatsoever, for any and all harm, loss, damage, injury, cost (including court cost and attorney fees) charges, or other liability of any nature whatsoever, however caused, resulting from or arising out of or in any way connected with the contractors performance or non-performance of the terms of the contract documents or its obligations under the contract based upon any theory of liability whatsoever, including claims brought by third persons, and further covenants to discharge all of the aforesaid persons and entities and forever hold them harmless from the same. The foregoing obligation to indemnify and defend shall continue in full force and effect after the aforesaid contractor completes all of the work required under the contract, until such time as the applicable statutes of limitation or repose have expired.

8.6 The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the Authority.

8.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. If the Contractor fails to provide acceptable evidence of current insurance within 10 days of written notice at any time during the Contract Term, the Authority shall have absolute right to terminate the Contract without any further obligation to the Contractor and the Contractor shall be liable to The

Authority for the entire additional cost of procuring performance by another vendor and the cost of performing the incomplete portion of the Contract at time of termination.

Contractor is required to provide the Authority with notice of cancellation, non-renewal, or material change in coverage at least thirty (30) days prior to cancellation, non-renewal, or material change in coverage.”

8.8 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the Authority from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

8.9 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the Authority. The Contractor shall be as fully responsible to the Authority for acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by the Contractor.

8.10 Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

8.11 If a Contractor cannot meet the insurance requirements contained in a bid, proposal, or project description, alternate insurance coverage may be considered. Written requests for consideration of alternate coverage must be received by the Chief Operating Officer at least five (5) working days prior to the date set for receipt of bids or proposals. If the Authority denies the request for alternate coverage, the specified coverage will be required to be submitted. If The Authority permits alternate coverage, an amendment to the Insurance Requirement will be prepared and distributed prior to the time and date set for receipt of bids or proposals.

8.12 All required insurance coverage must be acquired from insurers authorized to do business in the State of Tennessee, and acceptable to the Authority. The insurers must also have policyholders’ rating of “B++” or better, and a financial size of “Class V” or better in the latest edition of Best’s Insurance Reports, unless The Authority grants specific approval for an exception in the same manner as described in 1.11 above.

8.13 The Authority may consider deductible amounts as part of its review of financial stability. The Contractor shall assume all deductibles.

a. Contractor’s Insurance – Occurrence Basis:

2.1 The Contractor shall purchase the following insurance coverage, including the terms, provisions and limits shown in the Checklist:

2.1.1 Commercial General Liability – The Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:

- i. General aggregate limit is to apply per project;
- ii. Premises/operations;
- iii. Action of Independent Contractors;
- iv. Contractual Liability including protection for the Contractor from claims arising out of liability assumed under this contract;
- v. Personal Injury Liability including coverage for offenses related to employment;
- vi. Explosion, Collapse, or Underground (XCU) hazards.

8.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists insurance, and Automobile Contractual Liability.

8.1.3 Worker's Compensation – statutory benefits as required by the State of Tennessee, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage.

8.1.4 Professional Liability - The Contractor shall carry Professional Liability/Miscellaneous Errors and Omissions insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render, professional services under the contract, in the amount shown in the Checklist.

b. Commercial General or other Liability Insurance – Claims-made Basis:

If Commercial General or other liability insurance purchased by the Contractor has been issued on a claims-made basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Checklist remain the same. The Contractor must either:

- i. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' work under this contract, or
- ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

c. Alternative Coverage (Self Insurance)

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the alternative coverage is acceptable to the Authority.

d. Limits of Liability Coverage

Specific limits of liability coverage on the Insurance Checklist may be adjusted according to project risk if the adjustment is deemed appropriate and the amended amount is approved by the Transportation Director.

**e. Verification of Compliance**

I have read this General Contract Form and agree to all the terms and conditions contained therein.

Contractor's Name: \_\_\_\_\_

EIN or SSN: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

This form and the Insurance Checklist must be completed and returned with Certificate of Insurance, as specified, prior to contract award.

## 9 Byrd Anti-Lobbying Amendment Certification

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, \_\_\_\_\_ of \_\_\_\_\_ (the "Company") hereby certifies, to the best of his or her knowledge, that:

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 Authority, 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 influencing or attempting to influence an officer or employee of any Authority, 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

The Company 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. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Company Authorized Official

\_\_\_\_\_  
Name and Title of Company Authorized Official

\_\_\_\_\_  
Date

**10 Debarment and Suspension Certification**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Authority.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Procurement Item Description:

---

Name of Applicant:

---

Printed Name and Title of Authorized Representative:

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**11 BUY AMERICA CERTIFICATE**

SELECT AND COMPLETE ONLY ONE OF THE FOLLOWING CERTIFICATIONS:

**Certificate of Compliance with Buy America Rolling Stock Requirements**

The Proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j) and the applicable regulations in 49 CFR Part 661.11.

\_\_\_\_\_ Firm Name

\_\_\_\_\_ Signature of Authorized Official

\_\_\_\_\_ Name and Title of Authorized Official

\_\_\_\_\_ Date

**Certificate of Non-Compliance with Buy American Rolling Stock Requirements**

The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(C) and the regulations in 49 CFR 661.7.

\_\_\_\_\_ Firm Name

\_\_\_\_\_ Signature of Authorized Official

\_\_\_\_\_ Name and Title of Authorized Official

\_\_\_\_\_ Date

## 12 CERTIFICATIONS REGARDING LOBBYING. 49 CFR PART 20

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (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 Authority, 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 Authority, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352 (c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and

not more than \$100,000 for each such expenditure or failure.]

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

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**13 TRANSIT VEHICLE MANUFACTURER'S (TVM) DBE CERTIFICATION OF COMPLIANCE 49 CFR §26.49(a)**

This procurement is subject to the provisions of 49 CFR §26.49(a). Accordingly, as a condition of permission to submit a proposal, IF THE BIDDER IS A TRANSIT VEHICLE MANUFACTURER (TVM) (and not a reseller/dealer), the following certification must be completed and submitted with the proposal. A proposal from a TVM which does not include such certification will not be considered.

**TRANSIT VEHICLE MANUFACTURER'S CERTIFICATION**

(Name of Firm) \_\_\_\_\_, a TVM, hereby certifies that it has complied with the requirements of 49 CFR §26.49(a) by submitting a current annual Disadvantaged Business Enterprise ("DBE") goal to FTA. The goal applies to Federal Fiscal Year (October 1, \_\_\_\_, to September 30, \_\_\_\_ ) and has been approved or not disapproved by FTA.

(Name of Firm) \_\_\_\_\_, hereby certifies that

(Name of Firm) \_\_\_\_\_, manufacturer of the transit vehicle to be supplied

by (Name of Manufacturer) \_\_\_\_\_ has complied with the above-referenced

requirement of 49 CFR §26.49(a)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

## **14 Required and Minimum Vehicle Specifications**

### **14.1 12+2 Bus Specifications**

#### **SECTION 1-SEATING**

1. SEAT TYPE: Medium to dark-colored vinyl seats (non-reclining) with armrests. Retractable seat belts.
2. SEAT FITTING AND ARRANGEMENT: Track Seating
3. DRIVER SEAT: Upgraded driver seat (reclining)
4. JUMP SEAT: Optional item to meet 12-seat passenger capacity.

#### **SECTION 2 – ELECTRICAL**

1. ENTERTAINMENT: AM/FM/Bluetooth/USB with 4 speakers
2. SAFETY: Back-up camera
3. SAFETY: Back-up alarm
4. POWER: OEM Alternator 240 AMP
5. LIGHTING: LED Interior and exterior lights
6. SIGNS: Front and side LED signs

#### **SECTION 3 – HEATING AND COOLING**

1. HEATER: 65,000 BTU Rear Heater or larger capacity
2. AIR CONDITIONER (COLD): 70,000 BTU A/C with Dual Compressor or larger capacity

#### **SECTION 4—EXTERIOR FEATURES**

1. DOOR: Rear vehicle door with window
2. DOOR: Entrance Door with exterior door switch
3. DOOR: Electronic door switch

4. DOOR: Electric remote passenger door
5. DRIVER SIDE: Running board
6. WHEELS: Stainless steel wheel inserts with valve stem extensions
7. MIRRORS: Remote exterior mirrors (Pair)
8. WINDOWS: 36"x36" T-Slider windows
9. RACK: Bike Rack
10. SUSPENSION: Side struts

#### **SECTION 5—INTERIOR FEATURES**

1. FLOORING: Plywood subfloor
2. FLOORING: High quality commercial vinyl covering
3. SAFETY: Fire extinguisher
4. SAFETY: Roof escape hatch
5. SAFETY GRAB FEATURES: Overhead grab rails
6. SAFETY GRAB FEATURES: Grab handle on seat backs
7. SAFETY GRAB FEATURES: Right hand entrance grab rail

#### **SECTION 6—WHEELCHAIR EQUIPMENT**

1. LIFT: Fully Automatic Passenger Side Wheelchair Lift (1,000 lbs)
2. ADA COMPLIANCE: Brake Interlock, Decals, Lights, Fast Idle Switch
3. TIE DOWNS: Two Wheelchair Tie Downs and Two Storage Pouches for Tie Downs

#### **SECTION 7—DRIVER AREA**

1. DRIVER CONVENIENCE: Tilt Steering Wheel
2. MIRROR: 6" x 16" Driver's Mirror

**SECTION 8—OTHER**

1. ALTOONA BUS TESTING REPORT: The bus must have been submitted to the Altoona bus test center. A copy of the test report shall be made available upon request.
2. MANUAL: The successful vendor shall provide with each bus a printed maintenance manual or one CD/USB. The manual shall detail preventive maintenance procedures.
3. FLOOR PLAN: A sample floor plan for 12 +2 configuration with fold seats identified if needed