1. Introduction

The Chattanooga Area Regional Transportation Authority (CARTA) operates the Lookout Mountain Incline Railway and licenses the rights to the concession areas at the Incline. The current license expired December 31, 2019, and CARTA is now soliciting proposals from qualified firms for a new license agreement.

CARTA is a public authority which operates the public transportation system providing transit services in Chattanooga, Tennessee. CARTA is also authorized to provide services in Dade, Walker and Catoosa Counties in Georgia. Additionally, CARTA operates paratransit services for the citizens with disabilities of its service area, a downtown shuttle and parking system, and the Lookout Mountain Incline Railway. The system is financed by a combination of federal, state and local financial assistance and is subject to the laws and regulations of the funding governments.

2. Scope of Services

The successful proposer should be a firm or person capable of operating the concession areas at the Incline to sell souvenirs, gifts, food and related items for the service and convenience of passengers using CARTA’s Incline Railway facilities. Existing space available for retail sales is comprised of the following areas:

- Lookout Mountain Station Souvenir Shop
- Lookout Mountain Station Food Services
- Lookout Mountain Station Candy Shop
- Lookout Mountain Station Ticket Desk
- Lookout Mountain Photo Concessionaire Booth/Office
- St. Elmo Station Food Services
- St. Elmo Station Souvenir Shop
- St. Elmo Station Ticket Booth
The total square footage available is approximately 3,000 square feet for sales and approximately 900 square feet for storage. The 900 square feet for storage is comprised of a storage room of approximately 400 square feet at the Lookout Mountain Station and a storage room of approximately 500 square feet located below the souvenir shop at the St. Elmo Station.

The existing license fee is $200,000 per year plus 10% of gross revenues in excess of $700,000 in a contract year. The fee is paid monthly at varying amounts reflective of the level of business during the year.

Gross concession revenues reported for the last four (4) contract years (12/31/19) have ranged from $1,128,083 to $1,321,686.

The licensee is required to keep certain areas open throughout the year and is permitted to operate other areas on a seasonal basis. This is subject to negotiations between the selected licensee and CARTA. The Incline Railway operates every day of the year with the exceptions of Thanksgiving Day and Christmas Day, however, the winter schedule, December through March, may vary. Winter is generally the slowest time for patrons and thus, when needed, planned construction and maintenance activities are scheduled for the winter months.

None of the existing equipment or furniture within the concession area is owned by CARTA. CARTA only owns the walls of the facilities. Any new concessionaire would be required to provide all equipment and furniture necessary to operate the concessions. Any new concessionaire may, at their discretion, purchase existing furniture, equipment, and inventory from the current concessionaire if agreed to by the current concessionaire.

The concessionaire is required to sell tickets that are currently being sold by CARTA’s current concessionaire. CARTA currently receives all ticket revenues and pays a commission to the concessionaire on all tickets sold and the proposal should include such commission. Concessionaire will be responsible for the sale of all admission tickets for rides on the Incline Railway sold at both the Upper and Lower Incline Stations, together with all operations associated with that responsibility, including all sales personnel, staffing, ticket accounting, and all other equipment and services necessary for vending of tickets. The current concessionaire uses a Centaman point of sale system, and CARTA requires that this type of point of sale system continue to be used. The concessionaire is required to sell tickets as part of the Lookout Mountain Attractions (LMA) marketing entity and must also accept and process incoming Incline tickets sold at the other LMA attractions and approved consignees. The concessionaire must also be able to process admissions for LMA groups that ride the Incline and
which might pay for all attractions at the Incline or at another attraction. The concessionaire must be able to communicate with the other attractions when changes are made to arriving groups which would affect the other attractions. The concessionaire is required to provide frequent regular ticket sales audit reports and to provide monthly accounting for sales and invoices for commissions on ticket revenue.

Gross ticket revenues reported for the last four (4) contract years (12/31/19) have ranged from $3,009,701 to $3,165,127.

3. Selection Procedure

The selection procedure to be used by CARTA for the selection of a concessionaire will be a negotiated procurement. The first phase of the process will involve a submission of a proposal in the form described herein. The proposals will be reviewed by a selection committee at CARTA. Interviews with prospective concessionaires may be required at the option of CARTA. Upon completion of the review of proposals, CARTA will select the highest rated person or company with which to negotiate a new license. In the event that negotiations are not successful, then CARTA will initiate negotiations with the second highest rated proposer or rebid.

Upon publication of this request for proposals, contacts between proposers and CARTA will be required to be in writing and to be for the purpose of seeking clarifications of the proposal request. No telephone contact will be permitted. The use of mail, facsimile or e-mail to send correspondence is acceptable. CARTA will provide copies of the clarification requests and written responses to the requests to all persons and/or firms who have received the specifications for this request for proposals.

The initial request for proposals is dated January 27, 2020. Proposals are due at CARTA by 2:00 p.m. on February 14, 2020.

CARTA seeks to make a decision on the best proposal by February 18, 2020, and to immediately enter into negotiations thereafter. CARTA seeks to have its Board of Directors approve the license at the February Board meeting on February 20, 2020.

4. Proposal Contents

Section 1 - The proposer should give the name, address, telephone number, facsimile number and e-mail address of the person, persons or company making the proposal. If the proposal is coming from a company, information on all owners of the company should be provided as well as a list of all the officers of the company.

Section 2 – The proposer should provide background information on the person, persons or company making the proposal. Experience in the retail sector with particular reference to experience in the tourism industry and/or concessions similar to the ones operated at the Incline should be included.
Section 3 – The proposer should provide a statement of financial capacity verifying that the proposer has the financial resources to start up and operate the Incline concessions. The statement should provide any background concerning any bankruptcies, foreclosures or other business activities which have resulted in the termination of a business controlled by the proposer. CARTA retains the right to engage the services of a professional accounting firm to review the issue of financial capacity. Proposers should provide an outline of how the start-up will be financed and show evidence of financial capacity to purchase the necessary capital equipment and provide for the necessary cash flow for operations.

Section 4 – The proposer must provide authorization to CARTA to undertake a police review of the proposer and further authorize CARTA to conduct a credit review of the proposer. Signed release form must be included in proposal.

Section 5 – The proposer must agree that he or she will provide a bond or similar financial instrument, in a form acceptable to CARTA, which shall guarantee payment to CARTA of the license fee in the event of default by the concessionaire. In the event of a company making the proposal, such a bond must be personally guaranteed by the owner(s) of the company.

Section 6 – The proposer will provide three (3) references with knowledge of his or her business skills and background. The name, title, address, telephone number and facsimile number of each reference must be provided.

Section 7 – The proposer will provide a financial proposal for the license. The proposed license fee should be in the form of a flat fee with a percentage of gross revenues over a set limit. The proposer will also outline any financial proposals related to the selling of tickets. Voluntary alternative financial proposals may be included, but CARTA retains the right to require a set fee.

5. Term of Agreement

The term of this agreement is five (5) years from March 1, 2020 through February 28, 2025 with five 1-year options for a potential total of ten years. The term is subject to other terms and conditions of this request for proposals.

6. Evaluation Criteria

The following criteria will be used in evaluating proposals:

- Experience and expertise of proposer 30 percent
- License fee 40 percent
- Financial capacity 30 percent
7. Selection

The selection of the firm shall be based upon the most responsible and responsive proposal in accordance with the evaluation criteria for this request for proposals. Proposers wishing to ask questions or seek clarifications may do so by submitting them in writing. No telephone contact regarding this request for proposals will be permitted. The use of a facsimile device and/or e-mail in place of mailed correspondence is acceptable. CARTA will provide copies of the clarification requests and written responses to the requests to all persons and/or firms who have received the specifications for this request for proposals. Questions and clarification requests should be sent to:

Annie Powell
CARTA
1617 Wilcox Blvd.
Chattanooga, TN 37406
Fax 423-698-2749
E-mail anniepowell@gocarta.org

Proposer may schedule a tour of the Incline facilities including the concession areas and storage areas by making an appointment with Matthew Higgins, Incline Manager, telephone 423-821-4224, fax 423-821-9444, e-mail matthewhiggins@gocarta.org.

CARTA reserves the right to reject any or all proposals, or to accept any proposals, or to waive any informalities in any proposals, or to withhold the award if deemed in the best interest of CARTA.

Based upon a review of the submitted documentation, a CARTA selection committee will make its selection of the firm or person. If necessary, the selected firm or person will be invited to an oral interview. The interview will be at the exclusive option of CARTA.

8. Commencement of Services

The successful firm will be expected to commence work consistent with the Scope of Services on March 1, 2020.

9. Guidelines for Submitting Proposals

Four (4) copies of each firm’s proposal must be received at CARTA by 2:00 p.m. on Tuesday, February 11, 2020. Proposals should be addressed to:

Ms. Annie Powell
CARTA
1617 Wilcox Boulevard
Chattanooga, TN 37406

Telephone 423-629-1411       Fax 423-698-2749

The outside of the package should be clearly marked with the words “Incline Concessions License Proposal.”

**Attachments**
Release for credit & police reports
CARTA General Contract Provisions
CARTA Special Contract Provisions
AUTHORIZATION/CONSENT FORM FOR
PROCUREMENT OF CONSUMER REPORT AND/OR
INVESTIGATIVE CONSUMER REPORT

I, ____________________________, do hereby voluntarily and knowingly authorize Chattanooga Area Regional Transportation Authority ("CARTA") to procure from a consumer reporting agency ("CRA") a Consumer Report and/or an Investigative Consumer Report on me. A Consumer Report as defined by the Fair Credit Reporting Act ("FCRA") is a written report prepared by a CRA that may be a summary of my credit standing, capacity, or worthiness, character, general reputation, personal characteristics, or mode of living. It may include workers' compensation records, education records, criminal records, motor vehicle driver records and/or employment records. An Investigative Consumer Report is a report prepared by a CRA that may contain information on my character, general reputation, personal characteristics, or mode of living obtained through personal interviews with my friends, neighbors or associates. I understand that I have a right to request, in writing, a copy of the summary of rights under the FCRA. I also understand that I have the right to request, in writing, information regarding the nature and scope of any investigative report prepared on me.

I authorize without reservation any party or agency contacted by CARTA or its selected CRA to furnish the above-referenced information. I further authorize ongoing procurement of the above-referenced reports at any time, either during the time my bid for concessions is being considered or after my bid for concessions has been selected by CARTA.

I hereby release CARTA and its selected CRA from any and all liability for damages arising from the investigation and disclosure of the above-referenced information. I also authorize that a photocopy or electronic facsimile of this document shall serve as an original.

PRINT FULL NAME ____________________________

SOCIAL SECURITY NUMBER ____________________________

CURRENT ADDRESS ____________________________

CITY ________________________ STATE ____________ ZIP CODE ____________

DRIVER'S LICENSE NO. ____________________________ STATE ____________

SIGNATURE ____________________________

DATE ____________

CARTA-FCRA compliant release for concession bidders
CARTA General Contract Provisions

A. Applicability

The following requirements and conditions shall be considered as an essential part of specifications and proposals. This document will serve as the contract for the project once the bid is awarded. If there is another contract document the following shall be considered part of that contract.

B. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act pursuant to 42 USC 6321 and 49 CFR part 18.

C. Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current “Master Agreement” between CARTA 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.

D. Recycled Products

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

E. No Government Obligation to Third Parties

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

F. Program Fraud and False or Fraudulent Statements & Related

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. §
CARTA General Contract Provisions

1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

G. Privacy Act

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

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

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

H. Civil Rights Requirements

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, 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, creed, 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, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the 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, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the 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. § 623 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.

I. Incorporation of FTA Terms

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

J. Nondiscrimination - Title VI of the Civil Rights Act

The Contractor and any subcontractor agree to comply with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements FTA may issue.

The Contractor must include the above statement in any subcontract.

K. Interest of Member of, or Delegates to, Congress

No member of, or delegate to, the Congress of the United States, shall be admitted to any share or part of this contract, or to any benefit arising therefrom.

L. Conflict of Interest

The officers, employees or agents of the Chattanooga Area Regional Transportation Authority shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties to sub-agreements.

M. Prohibited Interests

No employee, officer, board member, or agent of CARTA who is involved in, or is the supervisor of an employee who is involved in, contract specifications, solicitations, selection, or award, shall have any interests in this contract, or the proceeds thereof. In addition, no immediate family members or partners of an employee, officer, board member, or agent of CARTA who is involved in or is the supervisor of an employee who is involved in contract specifications, solicitations, selection, or award, shall have any interests in this contract, or the proceeds thereof. Nor shall any organization that employs or is about to employ an employee, officer, board member, or agent of CARTA who is involved in, or is the supervisor of an employee who is involved in, contract specifications, solicitations, selection, or award, shall have any interests in this contract, or the proceeds thereof. Finally, no organization that employs or is about to
employ any immediate family members or partners of an employee, officer, board member, or agent of CARTA who is involved in or is the supervisor of an employee who is involved in contract specifications, solicitations, selection, or award, shall have any interests in this contract, or the proceeds thereof.

N. Tax Exemption and Tax Issues

CARTA is exempt from payment of all Federal, State, and local taxes. Said taxes must not be included in bid prices. CARTA will provide necessary tax exemption information upon request of Contractor after contract award. Contractor shall pay promptly all taxes, excises, license fees and permit fees of whatever nature, applicable to its operations hereunder and take out, pay for, and keep current all licenses, municipal, state, and federal, required for the conduct of its business pursuant to this contract, and further agrees not to permit any of the said taxes excises, or license fees to become delinquent.

O. Lawful Business Conduct

The Contractor shall conduct its business and perform services pursuant to this contract in a lawful manner, and shall fully comply at all times with all federal, state, and local laws with its business operations.

P. Bid Rejection or Cancellation

CARTA reserves the right to waive any minor bid informalities or irregularities which are not crucial to the bid or prejudice against other bidders and/or to reject, for compelling reasons, any and all bids submitted. CARTA may reject all bids or cancel the solicitation before opening if it is deemed by CARTA to be in its best interest to do so.

Q. Non-Collusion

The bidder guarantees that the bid submitted is not a product of collusion with any other bidder and no effort has been made to fix the bid price for any bidder or to fix any overhead, profit or cost element of any bid price. An affidavit of Non-Collusion, as per attached format, must be signed and submitted with bid (Attachment A.)

R. Notices

All notices required to be given to CARTA hereunder shall be given by Certified Mail, Return Receipt Requested to General Manager, CARTA, 1617 Wilcox Blvd., Chattanooga, TN 37406.

Bidder shall identify person and address to whom notices shall be given in the bid.

S. Independent Status of CARTA and Contractor

The Contractor recognizes and acknowledges that neither it nor any of its employees are agents or servants of CARTA, and that Contractor is and shall remain an independent Contractor in the performance of all services hereunder.

T. Late Bids

Bids received after the exact time set for opening are late bids and will not be considered for award, unless it is determined by CARTA that there was mishandling on CARTA’s part.

U. Modifications and Withdrawals of Bids

Bids may be withdrawn by written notice or telegram (including mailgram) received at any time before the exact time set for receipt of bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established as an authorized officer of the company and the person signs a receipt for the bid.
V. Period of Acceptance of Bids

The bidder agrees, if this bid is accepted within 60 calendar days from the date specified in the solicitation for receipt of bids, to enter into a contract and/or furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated points(s), within the time specified.

W. Bid Acceptance or Rejection

CARTA may accept any bid or reject any or all bids (even after opening), or to award the contract on such basis as CARTA deems in its best interest.

X. Right Infringement

Contractor agrees to save, keep, and hold harmless, and fully indemnify CARTA and its officers or agents from all damages, cost, or expenses in law or equity, that may at any time be claimed against CARTA for or in connection with any infringement of the patent, trademark, or other rights of any person or persons in the consequence of the use by CARTA, or any of its officers or agents, of any product or service supplied under the contract, arising from bids submitted, and any claim that the bidder did not have all necessary right and authority to sell the products or services to CARTA, provided CARTA gives the Contractor prompt notice in writing of any such claim.

Y. Firm Information for CARTA Bidder’s List

Fill out attachment B in entirety and return with proposal or bid. In addition, for EACH subcontractor, who may be working for your firm under this contract, copy and fill out sub-contractor information.
Attachment A

Affidavit of Non-Collusion

I hereby swear (or affirm) under penalty of perjury:

1. That I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);

2. That the attached bid or bids has been arrived at by the bidder independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the invitation to bid, designed to limit independent bids or competition;

3. That the contents of the bid or bids has not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and

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

Date _______________________________________________________________

Signature ____________________________________________________________

Company Name ______________________________________________________

Title______________________________________________________________

Subscribed and sworn to me before this _____ day of _____________ 20______

____________________________________

Notary Public

My commission expires___________________

Proposers E.I Number_____________________________

(number used on employers Quarterly Federal Tax Return)
Firm Information for CARTA Bidders List

1. Prime Contractor Information
   a. Firm Name _________________________________________
   b. Age of Firm_________________________________________
      (number of years doing business under current name and or incorporation)
   c. Firm’ Annual Gross Receipts (most recent completed/audited year)___________________
   d. Name of Project Proposal was submitted for_____________________________________

2. Subcontractor Information

   Subcontractor 1
   a. Firm Name (Subcontractor 1)_________________________________________
   b. Age of Firm_________________________________________
      (number of years doing business under current name and or incorporation)
   c. Firm’ Annual Gross Receipts (most recent completed/audited year)___________________
   d. Name of Project Proposal was submitted for_____________________________________

   Subcontractor 2
   a. Firm Name (Subcontractor 2)_________________________________________
   b. Age of Firm_________________________________________
      (number of years doing business under current name and or incorporation)
   c. Firm’ Annual Gross Receipts (most recent completed/audited year)___________________
   d. Name of Project Proposal was submitted for_____________________________________

   Subcontractor 3
   a. Firm Name (Subcontractor 3)_________________________________________
   b. Age of Firm_________________________________________
      (number of years doing business under current name and or incorporation)
   c. Firm’ Annual Gross Receipts (most recent completed/audited year)___________________
   d. Name of Project Proposal was submitted for_____________________________________
Firm Information for CARTA Bidders List

Subcontractor 4
a. Firm Name (Subcontractor 4)_______________________________
b. Age of Firm_________________________________________
   (number of years doing business under current name and or incorporation)
c. Firm’ Annual Gross Receipts (most recent completed/audited year)___________________
d. Name of Project Proposal was submitted for______________________________

Subcontractor 5
a. Firm Name (Subcontractor 5)_______________________________________
b. Age of Firm_________________________________________
   (number of years doing business under current name and or incorporation)
c. Firm’ Annual Gross Receipts (most recent completed/audited year)___________________
d. Name of Project Proposal was submitted for____________________________________

Subcontractor 6
a. Firm Name (Subcontractor 6)_______________________________________
b. Age of Firm_________________________________________
   (number of years doing business under current name and or incorporation)
c. Firm’ Annual Gross Receipts (most recent completed/audited year)___________________
d. Name of Project Proposal was submitted for____________________________________

Subcontractor 7
a. Firm Name (Subcontractor 7)_______________________________________
b. Age of Firm_________________________________________
   (number of years doing business under current name and or incorporation)
c. Firm’ Annual Gross Receipts (most recent completed/audited year)___________________
d. Name of Project Proposal was submitted for____________________________________

CARTA Internal Use Only

Procurement Officer determine status:

1. CARTA/TN UCP DBE (Y/N)______________
2. Included on Bidder List (date)______________
CARTA Special Contract Provisions

1. Applicability

Because of the financial assistance which CARTA receives from federal, state, and local governments, CARTA requires that the following legal requirements and conditions be included as an essential part of its contract specifications and contract proposal. This document is automatically included as part of the successful contract once the bid is awarded.

2. Access to Records and Reports

The following access to records requirements apply to this Contract:

a. The Contractor agrees to provide CARTA, 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.

b. 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.

c. 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 CARTA, 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).

3. Default and Termination

a. Termination for Default (the Concession Agreement will contain provisions providing for termination in the event of default.

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

4. Dispute Resolution

Claims for Damages – Should either party to the Contract suffer injury or damage to person or property or claim any default in the Concession Agreement because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, notice of default and/or a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such default, injury, or damage.

Performance During Dispute – Unless otherwise directed by CARTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Remedies – Unless the parties agree otherwise, all claims, counterclaims, disputes and other matters in question between CARTA and the Contractor arising out of or relating to this agreement of its breach will be decided by a court of competent jurisdiction in the Hamilton County, Tennessee.

5. Subcontracting and Assignment

Contractor shall not assign, sublet, pledge or transfer its rights under this Agreement, in whole or in part, nor delegate or subcontract any of its duties or obligations under this Agreement nor grant any licenses or concessions hereunder, without the prior written approval of CARTA’s General Manager or Executive Director. Such approval may be withheld at the sole discretion of CARTA.
Notwithstanding the foregoing, Contractor may enter into subcontracts with other parties to perform specific tasks or portions of the work required under this contract, but Contractor may not assign or transfer Contractor’s obligations to CARTA for the overall management, oversight, and completion of the work required hereunder.

6. Additional Contractor’s Insurance Requirements

a. The Contractor shall obtain, maintain, and pay the premiums for insurance policies of the types and in the limits of not less than the following:

1) (a) Worker’s Compensation and (b) Employer’s Liability Insurance endorsed with a Broad Form All States Coverage, which shall cover all the Contractor’s Employees engaged in the performance of the work.

2) Comprehensive General Liability Insurance Coverage with limits not less than required by the Umbrella Liability Insurance below and covering at least:
   (a) Operations – Premised Liability
   (b) Independent Contractor’s Liability
   (c) Broad Form Contractor’s Liability covering the Contractor’s obligations
   (d) Products of Liability
   (e) Completed Operations Liability
   (f) Personal Injury Liability including claims arising from employees of the Contractor
   (g) Broad Form Property Damage Liability

3) Comprehensive Automobile Liability Insurance covering all owned, hired, and non-owned automobiles required by the Umbrella Liability Insurance below.

Excess and Umbrella Liability Insurance in excess of 1) (b), and 2) above and not less than $1,000,000.

4) Contractor shall also obtain and maintain other policies of insurance of the types and limits that Contractor deems sufficient for its own protection.

b. All such insurance as indicated above shall be provided by insurance companies having a Best’s rating of not less than A:XII, as shown in the current issue of Best’s Key Rating Guide, Property Casualty.

c. Proof that such insurance coverage exists shall be furnished to CARTA in the form of certificates from the insurance companies before the Contractor commences any portion of the contracted work.

CARTA shall be endorsed an as additional insured under such policies.

Such certificates and/or endorsements shall provide that 30 days’ notice in writing shall be given to CARTA prior to any change or cancellation of underlying policies.

d. The Contractor and all of its insurers shall waive all rights of recovery or subrogation against CARTA and its insurance companies.

e. The Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 and those of all applicable State Acts, Laws, or Regulations during the conduct of and the Contractor’s performance of this Contract. The Contractor shall indemnify CARTA 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.

f. CARTA will give to the Contractor prompt notice in writing of the institution of any suit or proceeding and permit the Contractor to defend the same, and will give all needed information, assistance, and authority to enable the Contractor to do so. The Contractor shall similarly give
CARTA Special Contract Provisions

CARTA immediate notice of any suit or action filed or prompt notice of any claim arising out of the performance of the Contract. The Contractor shall furnish immediately to CARTA copies of all pertinent papers received by the Contractor.

g. 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.

h. CARTA reserves the right to inspect, in person, prior to commencement of the work, all of the Contractor’s insurance policies in regard to insurance required herein.

7. Liabilities against CARTA

The Contractor agrees to indemnify, defend and hold CARTA harmless from any and all claims and lawsuits by third parties (including, but not limited to, employees and agents of CARTA and the Contractor), including the payment of all damages, expenses, penalties, fines, costs, royalties, charges and attorneys’ fees incurred by CARTA which arise out of, or relate to contractors performance of the work required under this contract, whether concerning personal injury (or death), damage to property, or any other type of loss or claim, whether these claims or lawsuits are based upon negligence, intentional misconduct, breach of warranty, strict liability in tort, any failure by the Contractor to comply with any laws pertaining to the contract documents, the use of patent appliances, products or processes, or any breach by the Contractor of any of its other duties, representations, covenants, or the agreements in the contract documents. The Contractor will defend all suits brought upon all such claims and lawsuits and will pay all costs and expenses incidental thereto, but CARTA shall have the right, at its option, to participate in the defense of any suit, without relieving the Contractor of any of its obligations hereunder.

8. Use of “CARTA’s” Name in Contractor Advertising or Public Relations

The Contractor will not allow CARTA logo(s) or any CARTA-related copy to be published in the Contractor’s advertisements or public relations programs without CARTA’s written approval and then only upon submitting such material to CARTA for review. The Contractor will agree that published information on CARTA or its services will be factual and in no way imply that CARTA endorse the Contractor’s firm, service, or product.