

Contract Abstract

Contract Information

Contract & Solicitation Title: Refrigerated Trucks and Trailer for MAC Summer Food Services Program
 Contract Summary: CONTRACTOR agrees to provide Refrigerated Trucks and Trailer for MAC Summer Food Services Program using the pricing shown in Exhibit A (Pricing).
 Contract Number: 6513915 Solicitation Number: 207234 Requisition Number: 4040910
 Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): 378012
 Type of Contract/PO: Multi-Year Contract **Requires Council Legislation:** Yes
High Risk Contract (Per Finance Department Contract Risk Management Policy): No
Sexual Harassment Training Required (per BL2018-1281): Yes
 Estimated Start Date: 4/30/2022 Estimated Expiration Date: 4/29/2027 Contract Term: 5 Years
 Estimated Contract Life Value: \$300,000.00 Fund:* 31505 BU:* BU 75303300
 (*Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)
 Payment Terms: Net 15 Selection Method: ITB
 Procurement Staff: Daniel Drumwright BAO Staff: Christopher Wood
 Procuring Department: Metro Action Department(s) Served: Metro-Wide

Prime Contractor Information

Prime Contracting Firm: Ryder Integrated Logistics, Inc. ISN#: 1999
 Address: 11690 NW 105th Street City: Miami State: FL Zip: 33178
 Prime Contractor is a Uncertified/Unapproved: SBE SDV MBE WBE (select/check if applicable)
 Prime Company Contact: Micheal Mahabir Email Address: MICHAEL_E_MAHABIR@RYDER.COM Phone #: 615-254-1965
 Prime Contractor Signatory: Micheal Mahabir Email Address: MICHAEL_E_MAHABIR@RYDER.COM

Disadvantaged Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: No SBE/SDV participation
 Amount: 0 Percent, if applicable: 0
Equal Business Opportunity (EBO) Program: Program Not Applicable
 MBE Amount: 0 MBE Percent, if applicable: 0
 WBE Amount: 0 WBE Percent, if applicable: 0
Federal Disadvantaged Business Enterprise: No
 Amount: 0 Percent, if applicable: 0
 Note: Amounts and/or percentages are not exclusive.
 B2GNow (Contract Compliance Monitoring): No

Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
<u>Ryder Transportation</u>	<input type="checkbox"/>	<input type="checkbox"/>	<u>\$40,937.68</u>	<u>Awarded</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Select from the Following:</u>

Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County (METRO)** and **Ryder Integrated Logistics, Inc. (CONTRACTOR)** located **11690 NW 105th Street, Miami, FL 33178**. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with priority),*
- *This document, including exhibits,*
 - *Exhibit A – (Pricing)*
 - *Exhibit B – (Scope of Services)*
 - *Exhibit C – (Minimum Specifications)*
- *The solicitation documentation for RFQ# 207234 and affidavit(s) (all made a part of this contract by reference),*
- *Purchase Orders (and PO Changes),*
- *CONTRACTOR's response to the solicitation,*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide Refrigerated Trucks and Trailer for MAC Summer Food Services Programs as defined in the Exhibit B- (Scope of Services).

2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

3. CONTRACT TERM

3.1. Contract Term

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office. In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of \$300,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

4.2. Other Fees

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 15 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

4.3. Payment Methodology

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

4.4. Escalation/De-escalation

This Contract is eligible for annual escalation/de-escalation adjustments. The maximum escalation/de-escalation adjustments request cannot exceed 3% annually and must be in accordance with the Consumer Price Index (<http://www.bls.gov/cpi/>). The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's Office.

4.5. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4.6. Invoicing Requirements

CONTRACTOR shall submit invoices for payment in a format acceptable to METRO and shall submit invoices no more frequently than monthly for satisfactorily and accurately performed services. CONTRACTOR shall be paid as work is completed and invoices are approved by METRO. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation as required by METRO. CONTRACTOR shall submit all invoices no later than ninety (90) days after the services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to nonconformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

4.7. Subcontractor/Subconsultant Payments

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

5. TERMINATION

5.1. Breach

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

5.2. Lack of Funding

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

5.3. Notice

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty

(30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate based on race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

6.3. Equal Business Opportunity (EBO) Program Requirement

The Equal Business Opportunity (EBO) Program Requirement is not applicable to this Contract.

6.4. Covenant of Nondiscrimination

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

6.5. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ('ADA') 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

7. INSURANCE

7.1. Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

7.2. Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if CONTRACTOR will be coming on Metro Property or making on-site deliveries)

7.3. General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars.

7.4. Worker's Compensation Insurance (if applicable)

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

7.5. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require

each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

7.6. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

**PROCUREMENTCOI@NASHVILLE.GOV (preferred method) OR DEPARTMENT OF
FINANCE PROCUREMENT DIVISION 730 2ND AVE SOUTH, STE 101 P.O. BOX 196300
NASHVILLE, TN 37219-6300**

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

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

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

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

8. GENERAL TERMS AND CONDITONS

8.1. Taxes

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

8.2. Warranty

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice. Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

8.3. Software License

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

8.4. Confidentiality

Tennessee Code Annotated § 10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form in a format chosen by METRO. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

8.5. Information Ownership

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

Any information provided to the CONTRACTOR, including information provided by METRO customers or citizens, is only to be used to fulfill the contracted services. Any additional information that is inferred or determined based on primary information that is provided to the CONTRACTOR, i.e. "second-order data", is only to be used to fulfill the contracted services. This information is not to be used for marketing or commercial purposes and the CONTRACTOR asserts no rights to this information outside of fulfilling the contracted services. Storage of this information is not allowed outside United States' jurisdiction.

8.6. Information Security Breach Notification

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred (Breach Notice) by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

8.7. Virus Representation and Warranty

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software

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

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

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

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

8.9. Maintenance of Records

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made

available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

8.10. Monitoring

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

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

8.11. METRO Property

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all goods, records, reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR of any of its subcontractors; and, all other original works of authorship, whether created by METRO, CONTRACTOR or any of its subcontractors embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to Metro. Contractor and its subcontractors grant Metro a non-exclusive, perpetual, worldwide, fully paid up, royaltyfree license, with rights to sublicense through multiple levels of sublicenses, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage

areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer .

8.12. Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

8.13. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

8.14. Waiver

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

8.15. Employment

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

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

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

8.16. Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

8.17. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions,

including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

8.18. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

8.19. Ethical Standards

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

Pursuant to Metropolitan Code of Laws, Section 4.48.020, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48

8.20. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from: :

- A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.

D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.

E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

8.21. Attorney Fees

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

8.22. Assignment--Consent Required

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

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

PRG@NASHVILLE.GOV (preferred method)

METRO PURCHASING AGENT

DEPARTMENT OF FINANCE

PROCUREMENT DIVISION

PO BOX 196300

NASHVILLE, TN 37219-6300

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

8.23. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

8.24. Force Majeure

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

8.25. Governing Law

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

8.26. Venue

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

8.27. Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract 6513915

**PROCUREMENT DIVISION
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300
PRG@NASHVILLE.GOV**

(THE FOLLOWING MUST BE COMPLETED BY CONTRACTOR. N/A OR "X" IS NOT ACCEPTABLE)

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Ryder Integrated Logistics, Inc

Attention: Mr. Michael Mahabir

Address: 1220 Polk Ave Nashville 37210.

Telephone: 615 254 1969

E-mail: michael_e_mahabir@ryder.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

(THIS SECTION MUST BE COMPLETED)

Designated Agent: Ryder Integrated Logistics, Inc

Attention: Michael Mahabir

Address: 1220 Polk Ave Nashville 37210.

E-mail: michael_e_mahabir@ryder.com

[SPACE INTENTIONALLY LEFT BLANK]

Contract Number 6513915

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

Dr. Cynthia Croom BD
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle R. Hernandez Lane MLC
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery/TJE KH
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Macy Amos BL
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Metropolitan Clerk Date

CONTRACTOR:

Ryder Truck Rental
Company Name

Michael Mahabir
Signature of Company's Contracting Officer

Michael Mahabir
Officer's Name

Sr. Rental Manager
Officer's Title

Exhibit A-(Pricing)		
ITEM DESCRIPTION	UNIT	UNIT PRICE (\$)
26' (feet) refrigerated trucks, non-CDL, straight trucks with an automatic transmission, hydraulic lift, and inside lights.	Per Week	\$1,074.75
16' (feet) refrigerated trucks, non-CDL, straight trucks with an automatic transmission, hydraulic lift, and inside lights.	Per Week	\$964.75
Mileage Charge (reading to be taken from hubometer) - trucks	Miles per week	\$0.22
Hourly Refrigeration Charge (reading from hour meter) - trucks	Hours per week	\$1.95
Physical Damage Coverage for Trucks (\$1500 Max Deductible)	Weekly	\$231.00
53' (Feet) refrigerated trailer with roll up rear doors, inside lights and outside temper control box.	Per week	\$584.75
Mileage Charge (reading to be taken from hubometer) - trailer	Miles per week	\$0.08
Hourly Refrigeration Charge (reading from hour meter) - trailer	Hours per week	\$1.95
Physical Damage Coverage for Trailer (\$1500 Max Deductible)	Weekly	\$70.00

** Maximum Percentage of Escalation for this contract is 3%.

Exhibit B- (Scope of Services)

Contractor shall provide Trucks and Trailer Rentals for Metro Action Commission's (MAC) Summer Food Services Program. This contract will consist of refrigerated trucks that will be used to store perishable items at MAC designated locations. The awarded contract will be for approximately 8 weeks each summer of this 5-Year Contract. The program start date shall be provided by a MAC representative. If there is a need to turn in one or more vehicles (trucks and/or trailers), a one-week notice will be provided by MAC.

These refrigerated trucks should be equipped for shipping method of specialize transportation for foods and products that require a temperature-controlled means of transport. The requested trucks should be straight trucks designed for light-duty and medium-duty loads, with a cab-over truck design for improved maneuverability. The trucks should be designed with interiors to protect commercial loads, low noise and emission, moisture resistant, keep cooled to a temperature anywhere between -10 degrees to 35 degrees Fahrenheit and a 2017 maximum make truck. The trucks and trailers also require the below features.

Requirements for rental Trucks are as followed:

- MAC will require three (3) 26' refrigerated trucks and three (3) 16' refrigerated trucks, Non CDL, with hydraulic lifts for loading and unloading. These should be straight trucks with automatic transmission, hydraulic lift, and inside lights.

This should include the option to for all truck to be both 26' or 16' refrigerated trucks. Contractor should respond to repair requests immediately. If repairs can't be made, a replacement truck and/or trailer should be provided at no extra cost. If truck stops working anywhere in Davidson County, a service mechanic shall respond and travel to the location immediately to repair the problem and provide a replacement to prevent food loss and continue the delivery of meals to sites. The contractor is to inform designee of agency of identified vehicle damages/issues before authorizing repairs.

Requirements for 53' Trailer are as followed:

- MAC will require two (2) refrigerated trailers with hydraulic lift and/or roll up rear doors, inside lights, and outside temper control box.

Contractor should respond to repair requests immediately. If repairs can't be made, a replacement truck and/or trailer should be provided at no extra cost. If truck stops working anywhere in Davidson County, a service mechanic shall respond and travel to the location immediately to repair the problem and provide a replacement to prevent food loss and continue the delivery of meals to sites. The contractor is to inform designee of agency of identified vehicle damages/issues before authorizing repairs.

Service repair to trucks and/or replacement of trucks require immediate attention; repairs/replacement of truck should take place within a time range of one-three hours.

Exhibit C (Minimum Specifications)

The unit including all necessary equipment shall be furnished and delivered complete and ready for use. All parts not specifically mentioned but which are necessary for the complete unit shall be supplied and installed by the vendor even though such work or materials are not specifically outlined and shall conform in strength, quality of material and workmanship to the best practice known to the industry.

Bidding - Make, Model, Year Freightliner/ Isuzu 2017-2022 Models

I. Refrigerated Trucks

Item #	Cargo Capacity	Meets Specification "Yes or No"
1.	• 16 and 26 ft.	<u>Yes</u>
2.	• 1,600 cubic ft. of cargo space	<u>Yes</u>
	Engine	Meets Specification "Yes or No"
3.	• Increased power (Need info)	Yes
4.	• Electric standby or automatic start-stop features of refrigeration unit	Yes
5.	• Fuel savings and lower emissions	Yes
	Features	Meets Specification "Yes or No"
6.	• Automatic transmission, power steering	Yes
7.	• Refrigeration: Electric standby or automatic start-stop	Yes
8.	• Hydraulic lift gates	Yes
9.	• Temperatures: -10 degrees to 35 degrees Fahrenheit	Yes
10.	• Low cab-over for maneuverability	For 16" Yes
11.	Maximum Truck Make: 2017	<u>Yes</u>
12.	• Automatic transmission	Yes
13.	• Power steering, tilt steering wheel	<u>Yes</u>
14.	• Power steering, tilt steering wheel	<u>Yes</u>
15.	• Insulated interior, doors	<u>Yes</u>
	Weight Capacity	Meets Specification "Yes or No"
16.	• 17,950 GVW	<u>Yes</u>
17.	• 7,000 lb. capacity	<u>Yes</u>
18.	• With lift gates: 2,000 lb. capacity	<u>Yes</u>



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 747-5648 FAX (A/C. No.): (800) 304-9347		
	E-MAIL ADDRESS:		
INSURED Ryder Integrated Logistics, Inc. 11690 NW 105TH STREET MIAMI FL 33178 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B: Indemnity Insurance Co of North America		43575
	INSURER C: ACE Fire Underwriters Insurance Co.		20702
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570092150789 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDOG72496310	10/01/2021	10/01/2022	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$1,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25558637	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR67823278	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A				WLR6782331A	10/01/2021	10/01/2022	E.L. EACH ACCIDENT	\$1,000,000
C				SCFC67823357	10/01/2021	10/01/2022	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
A				WCUC67823394 (xs wc)	10/01/2021	10/01/2022	E.L. DISEASE-POLICY LIMIT	\$1,000,000
				SIR applies per policy terms & conditions				
A	Mtr Truck Cargo			IMCH25558716	10/01/2021	10/01/2022	Limit	\$100,000

Certificate No : 570092150789

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: RFQ/Contract Number: RFQ 207234
 As respects liability policies shown above, other than workers' Compensation and Employers Liability Metropolitan Government of Nashville and Davidson County, its officials, officers, employees and volunteers is(are) added as an(a) Additional Insured, but not for claims arising from allegations of its own negligence, for all operations performed on its behalf by the Named Insured to the extent of the logistics services obligations of the Named Insured to the Additional Insured as defined in the contract between them.

CERTIFICATE HOLDER Purchasing Agent Metropolitan Government of Nashville and Davidson County Metro Courthouse Nashville TN 37201 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Notice of Intent to Award

Solicitation Number	207234	Award Date	3/4/2022 5:42 PM CST
Solicitation Title	Refrigerated Trucks and Trailer for MAC Summer Food Services Program		
Buyer Name	Daniel.Drumwright	Buyer Email	Daniel.Drumwright2@nashville.gov
BAO Rep	Christopher Wood	BAO Email	Chrostopher.Wood@nashville.gov

Awarded Supplier(s)

In reference to the above solicitation and contingent upon successful contract negotiation, it is the intent of the Metropolitan Government of Nashville and Davidson County to award to the following supplier(s):

Company Name	Ryder Transportation Services	Company Contact	Michael Mahabir
Street Address	1220 Polk Avenue		
City	Nashville	State	TN
		Zipcode	37210

Company Name		Company Contact	
Street Address			
City		State	
		Zipcode	

Company Name		Company Contact	
Street Address			
City		State	
		Zipcode	

Certificate of Insurance

The awarded supplier(s) must submit a certificate of insurance (COI) indicating all applicable coverage required by the referenced solicitation. The COI should be emailed to the referenced buyer no more than 15 days after the referenced award date.

Equal Business Opportunity Program

Where applicable, the awarded supplier(s) must submit a signed copy of the letter of intent to perform for any and all minority-owned (MBE) or woman-owned (WBE) subcontractors included in the solicitation response. The letter(s) should be emailed to the referenced business assistance office (BAO) rep no more than two business days after the referenced award date.

Yes, the EBO Program is applicable. No, the EBO Program is not applicable.

Monthly Reporting

Where applicable, the awarded supplier(s) will be required monthly to submit evidence of participation and payment to all small (SBE), minority-owned (MBE), women-owned (WBE), LGBT-owned (LGBTBE), and service disabled veteran owned (SDV) subcontractors. Sufficient evidence may include, but is not necessarily limited to copies of subcontracts, purchase orders, applications for payment, invoices, and cancelled checks.

Questions related to contract compliance may be directed to the referenced BAO rep.

Yes, monthly reporting is applicable. No, monthly reporting is not applicable.

Public Information and Records Retention

Solicitation and award documentation are available upon request. Please email the referenced buyer to arrange.

A copy of this notice will be placed in the solicitation file and sent to all offerors.

Right to Protest

Per MCL 4.36.010 – any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the purchasing agent. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

SW Supervisor (Initial)

Michelle A. Hernandez Lane
Michelle A. Hernandez Lane
Purchasing Agent & Chief Procurement Officer

Enter Solicitation Title & Number Below						
RFQ 207234 Refrigerated Trucks and Trailer for MAC Summer Food Services Program	Min. SBE/SDV Participation	Incentive Percentage	Incentive Calculator	Lowest Bid	MACP	Winning Bid
	0.0%	0.00%	0.00%	\$40,938	-	\$40,937.68
Offeror's Name	Bids	SBE	Participation Requirement	Participation Incentive	Incentive Evaluation Amount	Status of ITB Award
Ryder Transportation Services	\$40,937.68	\$0.00	\$0	\$0	\$0	Awarded

* The BAO Assignment for this award included no SBE/SDV Cost Incentive.

From: [Lane, Michelle \(Finance - Procurement\)](#)
To: [Drumwright, Daniel \(Finance - Purchasing\)](#)
Cc: [Walker, Sandra \(Finance - Procurement\)](#)
Subject: RE: Single Bidder Award Approval for RFQ 207234 Refrigerated Trucks and Trailer for MAC Summer Food Services Program
Date: Friday, March 4, 2022 11:09:44 AM

Award to a single offeror is approved.

Michelle A. Hernandez Lane
Chief Procurement Officer/Purchasing Agent
Department of Finance
Procurement Division
Metropolitan Nashville Davidson County
730 2nd Avenue South, Ste. 101
Nashville, TN 37201
Office- 615.862.5471

From: Drumwright, Daniel (Finance - Purchasing) <Daniel.Drumwright2@nashville.gov>
Sent: Friday, March 4, 2022 10:38 AM
To: Lane, Michelle (Finance - Procurement) <Michelle.Lane@nashville.gov>
Cc: Walker, Sandra (Finance - Procurement) <Sandra.Walker@nashville.gov>
Subject: Single Bidder Award Approval for RFQ 207234 Refrigerated Trucks and Trailer for MAC Summer Food Services Program

Michelle,

RFQ # **207234** closed with a single bidder, Ryder Transportation Services. The department considers the single offer as fair and reasonable and are in agreement to move forward in awarding to, Ryder Transportation Services. This ITB was solicited to registered vendors under the commodity code 78140000. An adequate pool of offerors had an opportunity to submit a response. Do you approve of this offer?

Thanks,

Daniel Drumwright

Procurement Officer II
Department of Finance
(615)862-6632
Daniel.Drumwright2@nashville.gov

From: Lett, Kenneth (MAC) <Kenneth.Lett@nashville.gov>
Sent: Friday, March 4, 2022 9:45 AM
To: Drumwright, Daniel (Finance - Purchasing) <Daniel.Drumwright2@nashville.gov>; Suggs, Sharon (MAC) <Sharon.Suggs@nashville.gov>

Subject: RE: Award Approval for RFQ 207231 Refrigerated Trucks and Trailer for MAC Summer Food Services Program

Approved – per my conversation with Ms. Suggs

From: Drumwright, Daniel (Finance - Purchasing) <Daniel.Drumwright2@nashville.gov>

Sent: Monday, February 7, 2022 7:40 AM

To: Lett, Kenneth (MAC) <Kenneth.Lett@nashville.gov>; Suggs, Sharon (MAC) <Sharon.Suggs@nashville.gov>

Subject: Award Approval for RFQ 207231 Refrigerated Trucks and Trailer for MAC Summer Food Services Program

Good Morning,

Please see the pricing and Minimum Specifications submitted by the single bidder and advise on award.

Thanks,

Daniel Drumwright

Procurement Officer II

Department of Finance

Daniel.Drumwright2@nashville.gov

(615)862-6632

Certificate Of Completion

Envelope Id: FA196CDCF3904F4FA00CB1F935BC4DD5	Status: Sent
Subject: Metro Contract 6513915 with Ryder Integrated Logistics, Inc. (Metro Action Commission)	
Source Envelope:	
Document Pages: 28	Signatures: 9
Certificate Pages: 18	Initials: 4
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185

Record Tracking

Status: Original 4/22/2022 1:30:46 PM	Holder: Procurement Resource Group prg@nashville.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Gary Clay Gary.Clay@nashville.gov Asst. Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Signed by link sent to Gary.Clay@nashville.gov Using IP Address: 170.190.198.185	Sent: 4/22/2022 1:37:23 PM Viewed: 4/22/2022 2:14:02 PM Signed: 4/22/2022 2:14:11 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Benita Davis Benita.davis@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to Benita.davis@nashville.gov Using IP Address: 170.190.198.192	Sent: 4/22/2022 2:14:20 PM Viewed: 4/25/2022 8:30:13 AM Signed: 4/27/2022 8:21:03 AM
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Electronic Record and Signature Disclosure:
Accepted: 4/25/2022 8:30:13 AM
ID: bd7a7086-99b8-46af-bf5c-295cd71bc342

Ken Hartlage kenneth.hartlage@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to kenneth.hartlage@nashville.gov Using IP Address: 134.215.30.221 Signed using mobile	Sent: 4/27/2022 8:21:10 AM Viewed: 4/28/2022 6:52:46 AM Signed: 4/28/2022 6:53:24 AM
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Electronic Record and Signature Disclosure:
Accepted: 4/28/2022 6:52:46 AM
ID: b223aeda-6f70-44d2-9039-880d82b4ba3f

Signer Events	Signature	Timestamp
Michael Mahabir MICHAEL_E_MAHABIR@RYDER.COM Sr. Rental Manager Ryder Truck Rental Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to MICHAEL_E_MAHABIR@RYDER.COM Using IP Address: 163.116.146.116	Sent: 4/28/2022 6:53:27 AM Viewed: 4/28/2022 11:15:30 PM Signed: 4/28/2022 11:20:54 PM
Electronic Record and Signature Disclosure: Accepted: 4/28/2022 11:15:30 PM ID: 9a70a9ea-1978-4bc1-ab8c-9076db73847b		
Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to michelle.lane@nashville.gov Using IP Address: 170.190.198.185	Sent: 4/28/2022 11:20:57 PM Viewed: 5/2/2022 8:47:30 PM Signed: 5/2/2022 8:48:17 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Dr. Cynthia Croom Cynthia.Croom@nashville.gov Executive Director Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to Cynthia.Croom@nashville.gov Using IP Address: 170.190.198.192	Sent: 5/2/2022 8:48:20 PM Viewed: 5/3/2022 9:05:03 AM Signed: 5/3/2022 9:05:44 AM
Electronic Record and Signature Disclosure: Accepted: 5/3/2022 9:05:03 AM ID: 026ac38f-f2b7-4210-91b9-f2b1d0a6a99b		
Kelly Flannery/TJE Tom.Eddlemon@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to Tom.Eddlemon@nashville.gov Using IP Address: 170.190.198.185	Sent: 5/3/2022 9:05:47 AM Viewed: 5/3/2022 10:30:39 AM Signed: 5/3/2022 10:31:24 AM
Electronic Record and Signature Disclosure: Accepted: 5/3/2022 10:30:39 AM ID: b1ef2327-b2f1-4236-b800-bbec5774fd		
Kelly Flannery/MJW MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to MaryJo.Wiggins@nashville.gov Using IP Address: 170.190.198.185	Sent: 5/3/2022 10:31:28 AM Viewed: 5/3/2022 10:56:20 AM Signed: 5/3/2022 10:57:16 AM
Electronic Record and Signature Disclosure: Accepted: 5/3/2022 10:56:20 AM ID: cd3f2b16-d7e9-4764-95f6-18f8da2add1a		

Signer Events	Signature	Timestamp
<p>Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)</p>	 <p>Signature Adoption: Pre-selected Style Signed by link sent to balogun.cobb@nashville.gov Using IP Address: 172.58.147.0 Signed using mobile</p>	<p>Sent: 5/3/2022 10:57:20 AM Viewed: 5/3/2022 12:15:49 PM Signed: 5/3/2022 12:16:12 PM</p>

Electronic Record and Signature Disclosure:
Accepted: 5/3/2022 12:15:49 PM
ID: 1987970e-562e-4fdc-ae0d-484debac2322

<p>Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None)</p>	 <p>Signature Adoption: Pre-selected Style Signed by link sent to macy.amos@nashville.gov Using IP Address: 170.190.198.185</p>	<p>Sent: 5/3/2022 12:16:19 PM Viewed: 5/4/2022 1:19:56 PM Signed: 5/4/2022 1:20:14 PM</p>
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Electronic Record and Signature Disclosure:
Accepted: 5/4/2022 1:19:56 PM
ID: 10b2d78d-e64a-4e61-8faf-b0888f9b7825

<p>Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)</p>		<p>Sent: 5/4/2022 1:20:21 PM</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

<p>Daniel Drumwright Daniel.drumwright2@nashville.gov Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 4/22/2022 2:14:18 PM Viewed: 4/22/2022 3:46:42 PM</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 5/4/2022 1:20:19 PM Viewed: 5/4/2022 1:26:22 PM</p>
---	---	---

Electronic Record and Signature Disclosure:
Accepted: 5/4/2022 8:06:57 AM
ID: 50b39329-b889-475d-8c96-d1e828e954ac

Carbon Copy Events	Status	Timestamp
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Macy Amos
macy.amos@nashville.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 5/4/2022 1:19:56 PM
ID: 10b2d78d-e64a-4e61-8faf-b0888f9b7825

COPIED

Sent: 5/4/2022 1:20:20 PM

Sandra Walker
Sandra.Walker@nashville.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Christopher Wood
Christopher.Wood@nashville.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sharon Suggs
sharon.suggs@nashville.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Amber Gardner
Amber.Gardner@nashville.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 12/29/2021 9:46:41 AM
ID: b64cc054-f106-4570-a33d-2a6a0d637898

Austin Kyle
publicrecords@nashville.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 5/3/2022 10:21:26 AM
ID: 8aa6eb6d-d53c-4f06-bd5b-cbd425dc7325

Ann Parkinson
Ann.Parkinson@nashville.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 2/15/2022 5:07:33 PM
ID: ca8d6531-059c-4e9c-9b86-6828c273213a

Jessica Angulo
jessica.angulo@nashville.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/22/2022 1:37:24 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		