

Greater Nashville Regional Council
Request for Proposals #2018-01
Regional Smart Mobility Assessment

- Issue Date: **MONDAY, JANUARY 29, 2018**
- Pre-submittal Conference: A Pre-submittal meeting will be held at **11:45 A.M. (CDT) on WEDNESDAY, FEBRUARY 14, 2018** at the Nashville Bridge Building, 2 Victory Avenue, Suite 300, Nashville, TN 37213. Attendance is not mandatory and provisions can be made for participants to participate by GoToMeeting. Details will be posted to the MPO's website at least three days prior to the conference.
- Inquiries made and answered at the conference or by the deadline for written questions will be summarized in writing for distribution through the MPO's website at NashvilleMPO.org.**
- Written Questions: Written questions will be due by **2:00 P.M. (CST) on WEDNESDAY, FEBRUARY 28, 2018**
- Submittal Due Date: **Submittals will be received until 2:00 P.M. (CST) on WEDNESDAY, MARCH 7, 2018**
- Submittal Copies: **Ten (10) hard copies of the submittal and one (1) copy in digital format must be submitted in a SEALED ENVELOPE or BOX with RFP#2018-01 written clearly on the outside of the envelope.**
- Contact Information: All inquiries for information should be directed in writing to:
Michelle Lacewell, MPO Coordinator
mlacewell@gnrc.org
- Contract Period: Up to 9 months

PROPOSALS DELIVERED BY HAND OR SHIPPED VIA USPS, UPS, FEDEX, or COURIER SERVICE:

Greater Nashville Regional Council
ATTN: RFP 2018-01 c/o Gayle Wilson, Finance Director
220 Athens Way, Suite 200 | Nashville, Tennessee 37228

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REQUEST FOR PROPOSALS

The Greater Nashville Regional Council (GNRC) is seeking proposals from firms and/or individuals capable of providing transportation planning services to conduct the *Regional Smart Mobility Assessment*.

The GNRC administers the Nashville Area Metropolitan Planning Organization (MPO), the federally-designated transportation planning agency for Davidson, Maury, Robertson, Rutherford, Sumner, Williamson, and Wilson counties. Through the Nashville Area MPO, local partners develop and manage the region's long-range transportation plan and short-range transportation improvement program. MPO plans and programs identify and prioritize transportation needs for federal and state funding. Find out more about the MPO at www.nashvillempo.org.

The *Regional Smart Mobility Assessment* is intended to provide community leadership, information technology directors, transit agencies, planning and public works departments, traffic operations managers, and other stakeholders within the MPO area a framework for how emerging technologies can improve and optimize the efficiency of the transportation system and how these technologies can be used to help people using the transportation system understand their options and make better transportation choices based on the information available. It will provide direction for regional cooperation around technology and how it is poised to become a critical tool for all forms of governance, including transportation, as well as become a way of expressing regional values.

For purposes of this assessment, smart mobility refers to how technological advances enable improvements to the performance of transportation infrastructure and services, as well enhances how users interact with the transportation system. The value added to transportation by technology can result in increased convenience, safety, and efficiency of operation. Smart mobility defines how the transportation system can prepare for and thrive in an environment where all modes and vehicles are connected, shared, and even autonomous.

Interim and final study deliverables will be used to 1) inform local jurisdictions of opportunities to improve transportation locally and regionally through investments in technology, 2) identify critical characteristics of connected systems as they pertain to multimodal infrastructure along with methods to interface with individual users, 3) describe how service and data sharing agreements could be structured between local, state, public, and private stakeholders of the transportation system, 4) identify the location and type of communication infrastructure needs throughout the region, and 5) detail how investments in technology can reduce traffic and emissions, improve health and safety, benefit economic development, and enrich the transportation planning process, and 6) identify opportunities for private-sector collaboration and investment.

Objective of this Solicitation:

GNRC to issue a professional services contract to the selected Offeror for the delivery of the proposed scope of services.

1.0 PROJECT BACKGROUND

As the Nashville region continues to grow at a rapid rate, the need to optimize the efficiency of the transportation system has become increasingly important. Addressing congestion and longer commute times through additional road capacity has become cost prohibitive and logistically challenging. Investing in seamless, connected technology along complete streets, corridors, and highways throughout the region can improve the efficiency and safety of traffic flow as well as help individuals optimize their travel choices across the entire transportation network.

Emerging technologies can collect vast amounts of information about a corridor and provide real-time data to coordinate adjustments as needed. In the future, traffic signals will directly interact with buses, cars, freight – even bicyclists and pedestrians - while collecting data on a variety of infrastructure performance metrics and environmental factors. Improved efficiencies will increase safety and extend access to mobility options to diverse communities, possibly serving as a backbone for other services.

In 2010, the Nashville Area Metropolitan Planning Organization (MPO) updated the regional Intelligent Transportation Systems (ITS) architecture along with a deployment plan. This process identified the technologies and standards deployed throughout the region, and provided better coordination for project prioritization, maintenance, and deployment. Recognizing the critical role technology plays in mobility, funding for ITS projects were prioritized by the MPO through its 2035 Regional Transportation Plan (RTP), which programed \$38.6 million for projects with ITS components. The 2040 RTP, adopted in 2016, provides an additional \$132 million for technology upgrades, including ITS and Smart Cities.

In early 2016, Metro Nashville submitted an ambitious proposal for the U.S. DOT Smart Cities Challenge. While Nashville was not awarded funding, the city embraced the proposal's outline, and the Mayor established a committee to move forward on the ideas contained in the proposal. This effort, called *Connected Nashville: A Vision for a Smarter City*, brought stakeholders from local and state departments, along with business, technology, and university leaders to review dozens of existing plans and identify opportunities to use technology to advance and improve education, livability and housing, governance, economic development, and mobility.

As a result of Nashville's Smart Cities Challenge proposal, the city was invited to participate in Transportation for America's Smart Cities Collaborative, an effort to create relationships where resources around smart cities can be shared between cities. This collaborative began in the fall of 2016 and continued through the fall of 2017, though the resources and relationships gained through this partnership continue to inform local strategies.

Due the region's large and growing automotive sector and interest in emerging technologies, Nashville has been working with Bloomberg Philanthropies and the Aspen Institute's Initiative on Cities and Autonomous Vehicles. Through this participation, the city will pursue an AV demonstration pilot for underserved populations, as well as build on Vision Zero efforts.

While Metro Nashville has taken many of the initial steps in pursuing smart mobility strategies, other cities in the region are watching closely and expect smart mobility strategies to be a critical tool for managing and improving access amid the anticipated growth.

Major Objectives

The MPO is seeking consultant assistance to evaluate current technology-enhanced mobility across the region and develop a framework for pursuing emerging technologies within the region's transportation infrastructure, as well as opportunities to enhance broader connected capabilities. The primary objectives include:

- Conduct inventory of regional ITS and traffic management systems, supporting equipment, and communication infrastructure and networks; inventory should include location, specifications and condition, and type of data gathered (to be shared with concurrent update to ITS Architecture);
- Identify any gaps based on technology standards or communications infrastructure, and timelines for deployment of future networks;
- Identify opportunities to foster regional cooperation around system interoperability, procurement, privacy, and data security, for both transportation technology and other technology areas;
- Engage with stakeholders and public to evaluate how technology and real-time data can be used to improve multimodal traffic management and achieve community goals;
- Identify local and regional mobility goals that can be achieved or enhanced through technology investments, and how smart mobility concepts can be integrated into future plans;
- Evaluate how best practices and emerging technologies can support solutions to community challenges and desired outcomes; including how infrastructure should accommodate transit vehicles, connected vehicles, electric vehicles, rideshare vehicles, and autonomous vehicles;
- Evaluate how technology can support efforts towards mode split targets;
- Identify potential policy strategies region could adopt to further enhance smart mobility, including any existing local or state policies that would support or hinder pursuit of regional smart mobility strategies;
- Identify revenue sources and strategies, and prioritize locations for technology upgrades;
- Ensure updates to Regional ITS Architecture contain necessary information;
- Evaluate the existing institutional arrangements and make recommendations for necessary changes in order to facilitate the implementation of recommendations;
- Prepare a program of projects that can be advanced into the project development process;
- Develop a funding/financing plan which analyzes the potential for 1) various competitive funding programs including FTA New Starts/ Small Starts, TIGER, etc. 2) the use of other federal formula funding programs including CMAQ, NHPP, STBG, FTA 5307, etc., 3) locally-generated funds, and 4) public-private partnerships (P3) financing.

The inventory will include a regional survey of the technology standards (including hardware and software), human resources working on technology and mobility, and how technology strategies are integrated into other city, county, or regional efforts to improve quality of life. This analysis of how technology can be used by the public sector, the private sector, institutions, and the individual user to improve efficiency system-wide and inform mobility choices will play a significant role in guiding the region's future. The project scope will feature recommendations for technical and performance standards, as well as mapping performance on energy consumption, air quality impacts, vehicle miles traveled, and other sustainability goals.

2.0 CONSULTANT QUALIFICATIONS

The successful completion of the *Regional Smart Mobility Assessment* will require experience and expertise in many areas related to smart cities strategies, multimodal mobility, and regional and community planning. The Offeror's unique approach to this study may require experience in areas not identified in this section. The qualifications listed here should be considered the minimum capabilities:

- Trip planning analysis;
- Customer experience/interface analysis;
- V2V and V2I planning;
- GPS mapping and location tracking analysis;

- Community visioning and scenario planning;
- Shared mobility compatibility, opportunities, and impacts;
- Public and stakeholder outreach and involvement; and
- Media relations.

The following qualifications are preferred, but not required:

- Travel demand and mode split scenario modeling;
- Economic and market analysis;
- Fiscal impact analysis;
- Transportation planning for people and freight;
- Public communications infrastructure inventory;
- Mobility on demand platform integration strategy; and
- Visualization techniques.

The Offeror must describe the qualifications and experience of each firm and the key individuals expected to perform all or parts of the scope of services identified in this Request for Proposals.

3.0 SCOPE OF SERVICES

3.1 GENERAL PURPOSE

The *Regional Smart Mobility Assessment* is intended to provide community leadership, information technology directors, transit agencies, planning and public works departments, traffic operations managers, and other stakeholders within the MPO area a framework for how emerging technologies can improve and optimize the efficiency of the transportation system and how these technologies can be used to help people using the transportation system understand their options and make better transportation choices based on the information available. It will provide direction for regional cooperation around technology and how it is poised to become a critical tool for all forms of governance, including transportation, as well as become a way of expressing regional values.

Interim and final study deliverables will be used to 1) inform local jurisdictions of opportunities to improve transportation locally and regionally through investments in technology, 2) identify critical characteristics of connected systems as they pertain to multimodal infrastructure along with methods to interface with individual users, 3) describe how service and data sharing agreements could be structured between local, state, public, and private stakeholders of the transportation system, 4) identify the location and type of communication infrastructure needs throughout the region, and 5) detail how investments in technology can reduce traffic and emissions, improve health and safety, benefit economic development, and enrich the transportation planning process.

3.2 REQUIRED COORDINATION

The selected consulting team will be required to have an adequate understanding of the goals, objectives, and recommendations of the *2040 Regional Transportation Plan: Middle Tennessee Connected*. In addition, the consulting team must be prepared to coordinate with other agencies and organizations that serve as partners in the planning process.

Related Plans and Documents

- nMotion Strategic Plan
- Gear Up 2020
- Local government general/comprehensive plans (Nashville Next, Envision Franklin, etc)

- Livable Nashville
- Parking Smarter in Middle Tennessee
- Franklin Parking Study
- Murfreesboro North Highlands Corridor Study
- TDOT I-24 Smart Corridor Plan
- Regional ITS Architecture

Related Initiatives and Collaborative Efforts

- Connected Nashville
- Let's Move Nashville
- Nashville USDOT Smart Cities Challenge Proposal
- Moving Forward

Key Planning Partners and Stakeholders

- Tennessee Department of Transportation
- Metro Transit Authority/Regional Transit Authority
- Metro Nashville Mayor's Office
- Metro Nashville ITS
- Nashville Area Chamber of Commerce and other Regional Chambers
- Nashville Technology Council
- Nashville Entrepreneur Center
- Universities
- Local governments' Planning, IT, and Public Works departments
- Cumberland Region Tomorrow
- Transit Alliance of Middle Tennessee
- Nashville Downtown Partnership
- Walk/Bike Nashville
- Nashville Civic Design Center
- Office of Information Resources, Tennessee Department of Finance
- Other stakeholders identified through assessment

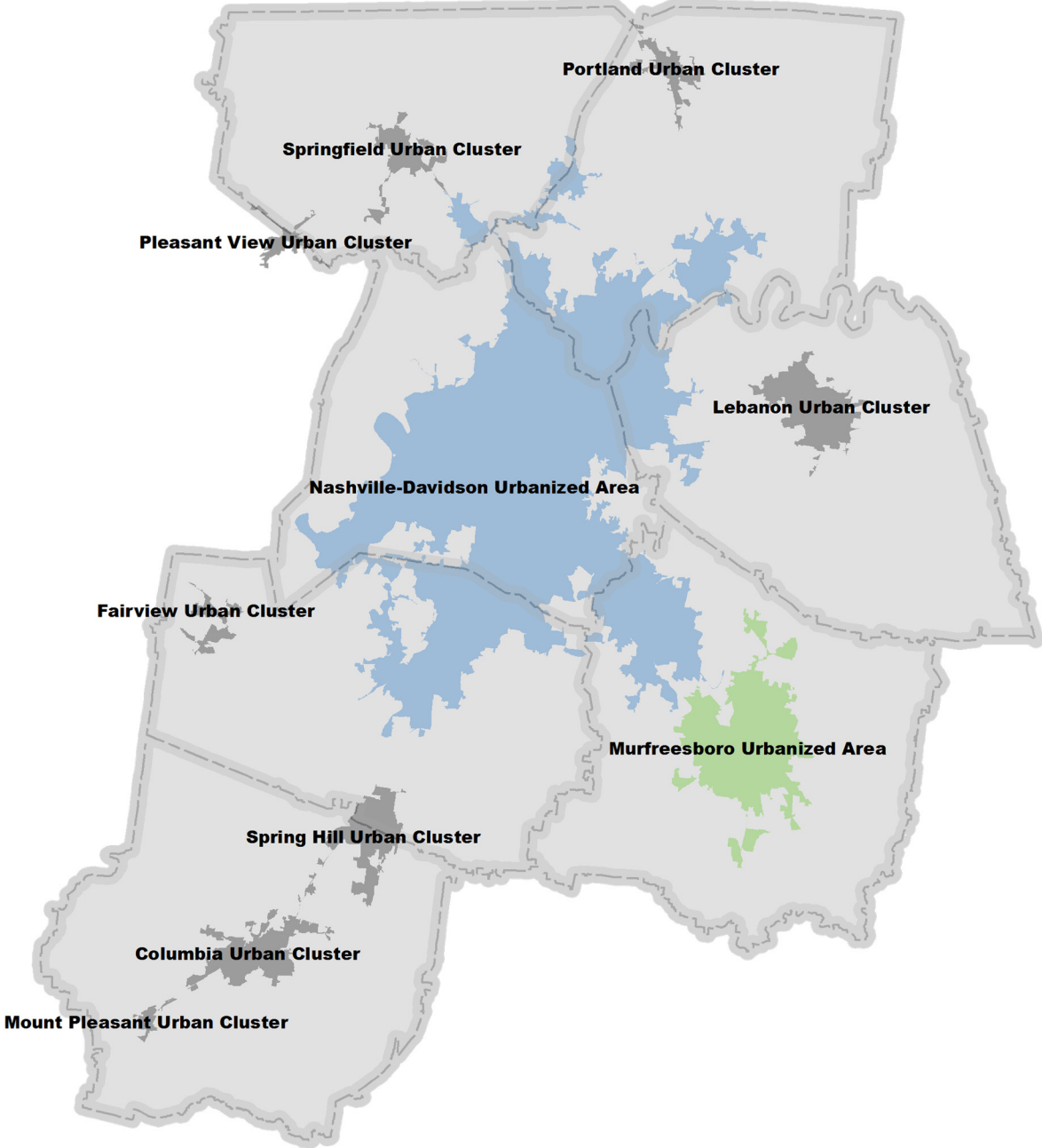
3.3 PROJECT SCHEDULE

The MPO will require all work associated with this study to be completed within a **6 to 9-month timeframe**. Offerors must discuss their ability to deliver the requested products within this timeframe.

3.4 STUDY AREA

The study area will include the entire federally-designated planning area of the Nashville Area MPO. It includes more than 3,200 square miles across Davidson, Maury, Robertson, Rutherford, Sumner, Williamson, and Wilson counties (figure 1). The area supports a population of approximately 1.5 million people. More information about the MPO planning area is available on the MPO website.

Figure 1. MPO Planning Area



3.5 MAJOR TASKS

The Offeror must describe how it plans to carry out the following major work tasks, providing information about the anticipated schedule and level of effort required to produce the requested deliverables.

Task 1: Project Management and Consultant Coordination

The consultant shall develop a project management plan that identifies the necessary and anticipated steps and processes required to complete the project as described in this RFP and as provided for in the contract. The work plan must include:

- An organizational chart of the project team and a description of roles and responsibilities for consultant and subcontractor team members;
- A final scope of work with a detailed description of major tasks and deliverables;
- A schedule and budget for each major task and requested deliverable;
- A description of the project management protocol for quality control procedures and client progress reports;
- A list of project participants and the expected level of participation (e.g., GNRC staff, project committee members, agency partners, etc.);
- An assessment of local data and information needed to carry out the scope of services, and a corresponding data collection plan.

Deliverable #1: Project Management and Consultant Coordination Plan

Task 2: Outreach and Regional Coordination

Strategic outreach with various departments across jurisdictions, as well as with the public, stakeholders, and the media will help ensure the efforts of this assessment are well received, and that regional leaders improve their understanding of the opportunities made available through emerging technologies. Additionally, the rapid growth and development within the region will lead to a steady investment in capital and infrastructure projects, many of which may include opportunities to include installation of technology alongside upcoming projects (such as installing fiber when water lines or sidewalks are replaced).

Familiarity with the initiatives, documents, and plans described in Section 3.2 will inform the basis for the outreach and conversations that take place through the course of this project. The Consultant will be expected to synthesize findings from public involvement conducted through other related planning initiatives and throughout the study area in order to minimize duplication of effort and public planning fatigue. The facilitation of meetings, the preparation of materials, and the documentation and organization of public and stakeholder comments will be required throughout the process.

The GNRC is expected to update their Regional Intelligent Transportation Systems (ITS) Architecture in 2018; this assessment should facilitate better coordination for project prioritization, maintenance, and deployment. The Consultant shall follow updates to the ITS Architecture and shall verify the Architecture updates sufficiently support new and emerging technology that is connected, interoperable, and responsive to innovations in transportation. The standards should also adhere to best practices in performance, security, and data management.

A Project Coordination Committee consisting of representatives from GNRC staff, transit agencies, TDOT, local planning, information technology, and public works departments, county highway departments, and other relevant organizations will be established to provide guidance for the study.

The Offeror must indicate its anticipated level of effort for involving the public and stakeholder groups in this study. Specifically, the consultant should describe how and when it plans to engage various audiences (e.g., media, public, businesses, government, etc.) throughout the term of the contract and any methods for organizing key stakeholders to promote effective and efficient feedback to the project team (i.e., through steering, technical, and citizen advisory committees). At a minimum, the following groups must be considered as key audiences throughout the effort:

- Federal, state, regional, and local governmental agencies,
- Civic organizations,
- News media,
- Chambers of commerce,
- Local business leaders,
- Joint Economic and Community Development Boards,
- Resource management agencies,
- Transit/transportation providers,
- Universities exploring smart city strategies,
- Non-profit organizations or community initiatives focused on transit, growth and development, or technology (e.g., Transit Alliance, Moving Forward, Cumberland Region Tomorrow, Nashville Civic Design Center, etc.), and
- Representatives of traditionally underserved populations.

The Consultant is encouraged to consider innovative outreach techniques and the inclusion of social media tools to ensure broad representation from the community.

Deliverable #2: Public, Stakeholder, and Media Outreach Plan

Deliverable #3: Synthesis of Findings in Related Materials and Plans

Deliverable #4: Summary of Strategies for Integrating Technology Projects into Other Capital, Utility, and Infrastructure Projects.

Task 3: Evaluate State of Practice in Middle Tennessee against National Best Practices

Building upon the MPO's 2040 Regional Transportation Plan, the Consultant shall document the existing conditions of how technology is currently deployed to improve mobility systems, programs, and networks within the MPO region. Documentation shall include an inventory of transportation systems and providers in the area, describe their reliance on technology for operation, and identify who is responsible for the operation and management of the systems.

This task will require that the consultant compile data and plans from a variety of sources. At a minimum, the following should be a target of the data collection effort:

- Existing local/regional/state transportation policies and plans;
- Transportation system and networks;
- Information security policies and practices;
- Interoperability potential of existing systems;
- Information about communication infrastructure systems;
- Existing open data policies and practices;
- Existing information security policies/documentation of practices for organizations managing ITS or IT systems;
- Technology utilization for transportation demand management programs;
- Population and employment estimates and forecasts;

- How technology assists management of curb space;
- Anticipated forecasts of other relevant factors, including scenario forecasting for mode split; and
- Public polling/ survey results.

Maintaining the ability to effectively move people and goods in Middle Tennessee has been identified by many stakeholder plans as a critical need in sustaining the region's growth and quality of life. Recognizing the opportunities to utilize technology to improve transportation rather than costlier infrastructure expansions, the Consultant shall provide an overview of existing and emerging technologies associated with trip planning, connected vehicles, infrastructure, and communication systems. This overview shall be in the form of a technology briefing paper, and shall describe the manner in which various technologies can optimize the functionality of the existing transportation system as well as improve the way that users interact with the current system.

An evaluation of best practices should be included and describe where the region is in relation to the most innovative examples. Best practices should include regional infrastructure, policies, operational strategies, and any other creative way that technology is enhancing mobility. The toolbox of strategies should document the range of ways the region could pursue a smarter regional transportation network, and provide tools to evaluate the merits and challenges that arise with each potential strategy. This evaluation should be based on the existing inventory and include specific information for each jurisdiction.

Deliverable #5: Summary and Analysis of Inventory/Existing Conditions and Trends

Deliverable #6: Technology Briefing Paper on Best Practices and Toolbox of Strategies

Task 4: Develop Regional Vision for the Integration of Technology into Transportation

The Consultant shall develop a regional vision describing how the integration of technology will improve the region's transportation system. The vision shall be consistent with information gathered in the previous tasks, and take each of these areas of emphasis into account while laying out the vision.

This vision shall define where the region should aspire to end up, both in terms of technology deployed to how this technology can improve the transportation system as well as help users of the system make better decisions for their transportation and accessibility needs. The vision should also include preferred arrangements for data gathering, security, sharing, and management. As cyber security becomes an increasingly important component of governance and quality of life, the vision should include a framework for ensuing data security standards remain stringent across the region, and that each system component, regardless of where it resides, is not a vulnerability for cyber threats.

The Consultant shall work with the Project Coordination Committee to ensure the vision articulated addresses all modes and types of transportation, in addition to how the vision supports broader community plans around growth, equity, economic development, and sustainability. The vision should have buy-in from regional stakeholders, and will serve as a basis for further coordinated conversations about smart mobility in the region.

The vision should be supported by a set of performance measures that evaluate the progress from existing conditions and trends against a set of goals and objectives derived from local and regional plans and contained in the vision. At a minimum, the following considerations should be included in the recommended performance measures:

- Travel demand and transportation system reliability performance;
- Multimodal performance;
- Network optimization;
- Equity;
- Safety measures;

- Air quality/emissions benefits;
- Speed management and carrying capacity;
- Emergency communications effectiveness;
- Sustainability performance (VMT per capita, etc);
- Customer satisfaction towards development trends/ transportation/technology.

The Consultant will be responsible for obtaining, organizing, and analyzing this information, however, cooperation will be provided by the GNRC and other public agencies, as needed. Other data not listed above may be required as part of the analysis.

Deliverable #7: Regional Vision for Integrated Technology in Transportation

Deliverable #8: Performance Measures and Tracking Methodology

Task 5: Identify Technology Needs for Transportation Sector

The Consultant shall examine the technology needs of the transportation sector, including components related to standards of collection and interoperability, deployment plans, forward-focused security and compatibility features, performance, communication requirements, and modal integration. The inventory gathered in Task 3 should assist with identifying relevant information, and the needs identified should include information gathered from meetings between the Consultant and the Project Coordination Committee.

Needs identified should address the following questions:

- What is the inventory of transit/transportation-related datasets available currently within state and local governments?
- What data is generated/accessed by private companies?
- What data sharing arrangements are in place; what arrangements need to be in place?
- What new data sets should the region focus on acquiring?
- How can existing or prospective data be used to improve mobility measure?
- What platforms are being developed in the study area?
- What gaps in coverage, infrastructure, or personnel exist?
- What privacy policies need to be established or updated?
- What personnel resources would be required to implement recommended needs?
- How can data be used to improve the planning process?

Technology needs should incorporate existing transportation plans, such as MTA's nMotion, corridor strategies, such as TDOT's I-24 Smart Corridor, and long-term plans, such as the MPO's Regional Transportation Plan; in addition to existing ITS projects, the Consultant should identify opportunities to leverage near-term projects to include technology components, where appropriate. The Smart City Minimum Technical Standards, Appendix 1 of Connected Nashville, should be a resource.

Findings should be presented in a concise manner, along with recommendations for prioritization of next steps. Justification for these recommendations should be included, and should provide a rationale that features an explanation of return on investment and benefits anticipated.

Deliverable #9: Technological Memorandum of Transportation-related Technology Needs

Task 6: Develop Project and Programmatic Investment Priorities and Funding Strategies

The Consultant shall produce a list of project priorities found in the Regional Vision and specify which priorities rank the highest based on factors such as safety improvements, efficiency improvements, return

on investment, security enhancements, or other factors deemed critical. Strategies should be comprehensive in exploring ways to work alongside other public and private efforts.

This list should reference the Regional Vision developed and shall include recommendations for project focus areas to be implemented in the near term (1-5 years) and longer term (6+ years). This information should be presented in a chart configuration and include the following:

- Vision Element
- Brief Description
- Project Lead
- Benefits/Impact
- Costs/Potential Funding Source

In addition, the Consultant shall create a detailed list of funding strategies for technology-based projects for transportation. This list should include content and studies from GNRC, TDOT, cities in the region, and other reports on transportation funding such as news, periodicals, research reports, and private-sector initiatives such as the Nashville Area Chamber of Commerce *Moving Forward*. The list should also include opportunities from the FAST Act and other federal programs.

Deliverable #10: Investment Priorities and Funding Strategies Memo

Task 7: Identify Opportunities for Continued Collaboration with the Private Sector

The Greater Nashville Area is home to a number of innovative companies operating in the realm of technology and transportation. The Consultant shall compile a data chart containing private sector candidates for partnership with the public sector, detailing potential areas of collaboration and steps needed to establish the collaboration.

This chart should also include area universities, as well as their specific programs, research, and/or activities complementary to the region's transportation network. Universities and private sector firms may be well placed to take on certain roles compared to the public sector; these areas should be identified along with descriptions of how partnerships could move forward. If applicable, opportunities to collaborate with area community colleges, high schools, or other training venues should also be identified. Notation of recent or ongoing efforts to partner, such as transportation demand management strategies, is expected.

Deliverable #11: Private Sector Collaboration Chart

Task 8: Final Documentation

The Consultant will be required to develop a promotional brochure, executive summary, and a final report on the study's findings and recommendations. The final report must incorporate information from the previous tasks and include supporting documentation for analyses and modeling, but be produced as a stand-alone document. In addition, the Consultant should plan to present findings and recommendations to the appropriate project committees, the MPO Technical Coordinating Committee and Executive Board, and to the local planning commissions and/or legislative bodies representing the jurisdictions participating in the study (at the discretion of the local planning director). All data and reports shall be provided in electronic and hard copy format, as appropriate. GIS data should be provided to the MPO in a format compatible with ESRI software. Travel demand model files should be compatible with TransCAD software.

- Deliverable #12: 250 full-size tri-fold promotional brochures summarizing the study findings and recommendations*
- Deliverable #13: 5 hard copies of a stand-alone executive summary document*
- Deliverable #14: 5 hard copies of the final report and appendices*

4.0 MANAGEMENT/OWNERSHIP

This study will be conducted under contract with GNRC on behalf of the MPO. Final acceptance of products shall be the purview of the MPO Transportation Policy Board.

All deliverables and/or other products of the contract (including but not limited to all procedures, solicitation packages, reports, records, summaries, software documentation and other matter and materials prepared or developed by the Contractor in performance of this contract) shall be the sole, absolute and exclusive property of the GNRC, free from any claim or retention of rights thereto on the part of the Contractor, its agents, subcontractors, officers, or employees.

5.0 INSTRUCTIONS TO OFFERORS

5.1 PREPARATION OF PROPOSAL

Consultants are encouraged to submit their initial proposals as comprehensively as possible because proposals may be ranked without interviews.

Erasures, interlineations or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.

Periods of time, stated as a number of days, shall be calendar days.

It is the responsibility of all Offerors to examine the entire Request for Proposal package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing an offer confers no right of withdrawal after due time and date.

5.2 REQUIRED INFORMATION

Ten (10) hard copies of the submittal and **one (1)** copy in digital format of the proposal shall be submitted in an 8 1/2" x 11" format, typewritten. The digital copy shall be provided in common format such as Microsoft Word or Adobe Acrobat.

The following items shall be submitted with each offer/proposal. Failure to include ANY of these items may result in a proposal being rejected.

Part 1. Cover Letter

The Offeror must provide a cover letter signed by a principal in the firm submitting the proposal on behalf of their company or consortium. This letter shall specifically include the following certifications:

- No employee of the Greater Nashville Regional Council and no member of the its governing body or staff of any member jurisdiction, exercising any functions or responsibilities with respect to this project, shall during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in any proceeds thereof.
- The offering firm is not party to an outstanding lawsuit against the GNRC or any of its member jurisdictions.

Part 2. Technical Proposal

A. Project Understanding

The Offeror must demonstrate a comprehensive understanding of the project objectives and requested deliverables, related plans and programs, local issues and challenges.

B. Proposed Approach & Scope of Work

The proposal must include a detailed summary of the approach used to carry out this study. The proposal must be based on the Scope of Services outlined in Section 3.0 above but provide additional detail on the process to be used in developing the requested products. The responsibilities of any subcontracting firms should be clearly noted. **No more than twenty (20) pages, single sided (or 10 pages double-sided), may be devoted to this section.**

C. Proposed Schedule & Milestones

The proposal must contain a detailed schedule for each major task and requested deliverable.

Part 3. Qualifications & Experience

A. Statement of Qualifications

The proposal must include information describing the background and experience of each firm and key individual that will perform all or parts of the scope of services. For each key individual, identify their office location and their time commitment to this project.

B. Time Commitment to Other Projects

The proposal must indicate other studies currently underway or likely to be undertaken during the study period by those with a principal role in this study, their role and their commitment (as a percentage of available time) to those other studies.

Part 4. Cost Proposal

The proposal must indicate the specific and total costs associated with this effort, using the form provided (Attachment 1) and additional pages of detail as appropriate.

Part 5. References

Provide a minimum of three (3) references, complete with email address and telephone number, of the clients for which the contractor has performed similar work. Two (2) references shall be public sector agencies.

Part 6. Corrections, Amendments, and Clarifications

Include signed copies of all corrections, amendments, and clarifications to this RFP. Such corrections, amendments, and clarifications will be posted to the MPO's website at NashvilleMPO.org.

Part 7. Participation by Minority and/or Woman-Owned Businesses

The consideration and contact of minority-owned and/or woman-owned business enterprises (MWBE) is required for a responsive offer. Offerors must complete the forms provided in Attachment 3 to this solicitation. Proof must be provided that the MWBE firms included in offers is registered as such with at least one state or local agency in Tennessee. **Failure to comply with these requirements may result in the offer being deemed nonresponsive.**

In the event an offeror proposes to use a certified MWBE, a letter of intent signed by both parties must be submitted to GNRC by the end of the second business day following issuance of the intent to award notification.

Part 8. Other Information

The Offeror may provide additional information as they desire in the final section of their response to the Request for Proposals. The Proposal Committee may use this information as background material to support the proposal. It will not be used in the formal scoring of the proposal.

5.3 INQUIRIES

All inquiries must be submitted in writing to the mailing address or email address noted on the cover page of this solicitation by the date shown on the cover page. Questions will be answered formally via addendum to the solicitation soon after the deadline for submitting questions.

Any information which may have been released by GNRC staff prior to the issuance of this Request for Proposals shall be disregarded.

Any correspondence related to the RFP should refer to the appropriate RFP number, page, and paragraph number. However, the Offeror **should not place the RFP number on the outside of an envelope containing questions**, since such an envelope may be identified as a sealed proposal and not be opened until after the official RFP due date and time.

Significant inquiries made and answered at the conference will be summarized in writing for distribution via the MPO's website at NashvilleMPO.org.

Offerors must clearly understand that the only official answer or position of GNRC will be the one stated in writing and posted to the MPO website.

5.4 ACCURATE INFORMATION

Failure to provide complete and accurate information in an offer to this solicitation may result in your proposal being deemed nonresponsive. GNRC may institute debarment proceedings against the Offeror and/or terminate any contract or purchase order that has been awarded based on inaccurate information.

5.5 EXTRANEOUS INFORMATION

Proposals should be brief and concise. Information provided beyond the requirements described in this solicitation may be considered extraneous and as a result discarded.

5.6 MINOR IRREGULARITIES

GNRC reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of GNRC. Any such waiver shall not modify any remaining solicitation requirements or excuse the Offeror from full compliance with the solicitation specifications and other contract requirements if the Offeror is awarded a contract.

5.7 PRE-SUBMITTAL MEETING

A pre-submittal meeting conference will be held for this solicitation. The date and time of this conference are indicated on the title page of this document. Attendance is not mandatory. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented at this

conference. The appropriate action will then be taken as necessary, and GNRC may issue a written amendment to the RFP. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

GNRC urges all prospective Offerors to attend planned pre-offer meetings.

5.8 EXCEPTIONS

Any desired exceptions to the Terms and Conditions identified in Section 7 of this RFP must be included in the proposal and must address the specific RFP paragraph where a conflict exists. Attach a PDF file to your proposal identifying the exceptions and labels as "Exceptions." An Offeror's preprinted terms and conditions WILL NOT be considered as exceptions.

If no exceptions to the contract are stated, they might not be granted after the contract is awarded. Exceptions taken after the award may result in the withdrawal of the intent to award and Offeror's firm suspended from upcoming solicitations.

If exceptions to the contract are stated, evaluation scores will reflect GNRC's assessment of the exceptions. Contract exceptions may result in the rejection of the proposal as non-responsive; if, in the sole evaluation of GNRC, the requested changes are unacceptable.

5.9 PROPOSAL OPENING

Proposals shall be opened on the date and time and at the place designated on the cover page of this document, unless provided otherwise by an amendment to the RFP. The name of each Offeror shall be publicly read and recorded in the presence of witnesses at this time. All proposals and any modifications and other information received in response to the RFP shall be shown only to authorized personnel having a legitimate interest in them or persons assisting in the evaluation. After contract award, the successful proposal and evaluation document shall be open for public inspection in accordance with Offeror's Rights.

5.10 LATE PROPOSALS

Late proposals will not be considered. Any Offeror submitting a late proposal shall be so notified.

5.11 WITHDRAWAL OF PROPOSAL

At any time prior to the specified proposal due time and date an Offeror (or designated representative) may withdraw the Proposal.

5.12 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE SOLICITATION

Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this solicitation prior to submitting their offer, or it shall be waived. Claims of ambiguity after submission of the offer shall not serve as grounds for a protest.

If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, they shall immediately request modification or clarification in writing via email to the address of the person identified on the cover page. Required modifications or clarifications will be issued by solicitation amendment.

5.13 AMENDMENT OF PROPOSAL

Receipt of a Request for Proposal Amendment or Clarification must be acknowledged by signing and returning the document with the Proposal.

5.14 VALIDITY OF PROPOSALS

All proposals shall be valid for a period of one-hundred and twenty (120) days from the closing date of the solicitation unless another timeframe is agreed to by all parties. Submission of proposals does not afford rights to the Offeror nor obligate GNRC in any manner.

5.15 PROPOSAL AND PRESENTATION COSTS

GNRC will not be liable for any costs incurred by an Offeror in the preparation of its response to a solicitation, nor for the presentation of its proposal and/or participation in any clarifications, discussions, negotiations, or protests.

5.16 REJECTION OF PROPOSAL

GNRC reserves the right to accept or reject, in whole or in part, any proposals submitted. The failure of an Offeror to promptly supply information in connection with, or with respect to, reasonable requests may be grounds for a determination of non-responsibility.

5.17 SUBCONTRACTORS/SUBCONSULTANTS

Offeror must enter all subcontractors/subconsultants on the appropriate form provided as part of the solicitation. The form should identify any Minority and/or Woman (MWBE) owned subcontractors/subconsultants and/or suppliers who will perform a portion of this project.

5.18 CONTRACTOR PERSONAL REQUIREMENTS

Subsequent to submission of proposal and prior to award of a contract, key personnel identified in the proposal shall not be changed without the approval of GNRC. Any changes in key personnel without GNRC approval may result in the proposal being rejected and not considered for award.

5.19 UNAUTHORIZED WORK

The successful Offeror shall not begin work until GNRC issues a Notice to Proceed or Purchase Order. Any unauthorized work shall be deemed non-compensable and the Offeror will have no recourse against GNRC.

6.0 EVALUATION OF PROPOSALS

6.1 GENERAL

The proposals will be evaluated by a panel including, but not limited to, GNRC staff and representatives of its member jurisdictions and partner agencies. All proposals should include the following on every page as a header and/or footer:

- RFP Number
- RFP Title
- Offeror's Company Name
- Section Title
- Page Number

Award shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the GNRC, taking into consideration the evaluation factors set forth in Section 6.2.

6.2 CRITERIA FOR PROPOSAL EVALUATION

Proposals shall be evaluated on the following criteria. The maximum score is 100 points. Cost will not be evaluated directly, but the cost proposal will be instrumental in informing the evaluation committee of the required level of effort to perform the work and will be used to confirm that the proposal can be delivered for the budgeted revenue.

WEIGHT	CRITERION	STANDARD
40 points	Project Approach	Does the proposal reflect a thorough, thoughtful, creative approach to the task? Is there evidence of a clear understanding of the project objectives, methodology to be used and results that represent goals desired from the project?
30 points	Assigned Personnel	Provide documentation of your firm's and subcontractors' qualifications to produce the required outcomes, including their ability, skill, financial strength, and number of years' experience in providing the required services. The consulting firm or team selected must meet the qualifications identified in Section 2.
20 points	Availability	Can the work be completed in the necessary time? Can the target start and completion dates be met? Are other qualified personnel available to assist in meeting the project schedule if required? Is the project team available to attend meetings as required by the Scope of Work?
10 points	MWBE Participation	Offerors are requested to provide GNRC with information regarding their strategy to minority and/or woman-owned businesses (MWBE) in the contracted work. This documentation should include at a minimum the following components: <ul style="list-style-type: none"> ○ Outreach methodologies taken to ensure maximum participation by MWBEs. ○ Statement of commitment to using MWBEs or statement of good faith effort when no MWBE is identified. ○ Identification of the MWBEs who will serve as subcontractors along with the nature and estimated value of the work they will perform and the percentage of the operating budget that it represents.

6.3 PERSONAL INTERVIEWS

Based upon the evaluation of the written proposals, the GNRC may request the highest ranking teams to participate in an in-person interview. Offerors will be subsequently ranked in order of ability to perform the work as demonstrated through the personal interviews.

6.4 REFERENCE EVALUATION

The GNRC staff will check references of all firms being interviewed using the following criteria:

CRITERION	STANDARD
Overall Performance	Would you hire this professional/firm again? Did they have the skills required by this project?
Timetable	Was the original Scope of Work completed within the specified time? Were deadlines met in a timely manner?
Completeness	Was the professional/firm responsive to client needs? Did the professional/firm anticipate problems? Were problems solved quickly and effectively?
Budget	Was the original Scope of Work completed within the project budget?
Job Knowledge	Was the professional/firm fully versed in state-of-the-art thinking in the project area? Was there a good understanding of the interrelated nature of transportation planning?
Questions	Any questions raised at the proposal review committee meeting concerning the consultant.

6.5 CONSULTANT SELECTION

Working with the selection team, the GNRC will provide the MPO Transportation Policy Board with a recommendation from a ranked list of competing Offerors. Selection of any firm except the top ranked firm must be "for cause," and that reason must be stated in the minutes of the MPO Transportation Policy Board. The GNRC will be directed to negotiate a contract with the selected Offeror.

6.6 CONTRACT NEGOTIATION

Based on the information submitted and internal budgetary considerations, the GNRC may request adjustment of the submitted Scope of Work, if required. If negotiations cannot produce a contract, the MPO Transportation Policy Board can declare an impasse and open negotiations with the second ranked firm. If agreement cannot be reached with the second ranked firm, contract negotiations are begun with the third ranked firm. This process continues until all interviewed firms are exhausted.

6.7 AWARD OF CONTRACT

Notwithstanding any other provision of this RFP, the GNRC, expressly reserves the right to:

1. Waive any immaterial defect or informality, or
2. Reject any or all proposals, or portions thereof, or
3. Reissue a Request for Proposal, or
4. Modify the number and types of data to be collected to meet budgetary limitations, or

5. Cancel the Solicitation.

6.8 SOLICITATION ACCEPTANCE AND ACCEPTANCE PERIOD

Offeror must indicate acceptance of the final version of this solicitation as amended. A response to a Request for Proposal is an offer to contract GNRC based upon the terms, conditions, scope of services and specifications contained in this Request for Proposal. Proposals are an irrevocable offer for ninety (90) days after the proposal opening time and date.

6.9 OFFEROR'S RIGHTS

All materials submitted in response to this RFP become the property of GNRC upon delivery and are to be appended to any formal documentation, which would further define or expand the contractual relationship between the GNRC and the Offeror.

7.0 CONTRACT TERMS AND CONDITIONS

7.1 INSURANCE REQUIREMENTS

Any Offeror receiving an award shall be required to provide a Certificate of Insurance prior to execution of a contract. The "Description" section must read as follows: Greater Nashville Regional Council, its officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement and automobile liability additional insured endorsement. In the "Certificate Holder" section it must read as follows: Finance Director, Greater Nashville Regional Council, 210 Athens Way, Suite 200 Nashville, TN 37228.

The following insurance(s) shall be required:

- General Liability Insurance in the amount of one million (\$1,000,000.00) dollars (if the supplier will be making on-site delivery)
- Professional Liability Insurance in the amount of one million (\$1,000,000.00) dollars
- Automobile Liability Insurance in the amount of one million (\$1,000,000.00) dollars (if supplier will be making on-site deliveries)
- Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee. (Workman's Comp Insurance is not required for companies with fewer than five (5) employees.)

Such insurance shall:

Contain or be endorsed to contain a provision that includes GNRC, its 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 GNRC, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering GNRC, 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 GNRC, 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.

Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish GNRC 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:

**FINANCE DIRECTOR
GREATER NASHVILLE REGIONAL COUNCIL
220 ATHENS WAY, SUITE 200
NASHVILLE, TN 37228**

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 GNRC Chief Legal Counsel.

CONTRACTOR shall require all subcontractors to maintain during the term of the 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 GNRC 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.

7.2 STANDARD TERMS AND CONDITIONS

GNRC's standard professional services contract template is attached to this solicitation as Attachment 4. The Offeror must be willing to accept the standard terms and conditions. Any exceptions must be included in the proposal and must address the specific RFP paragraph where a conflict exists, according to the instructions identified in Section 5 of this solicitation.

ATTACHMENTS

1. *COST PROPOSAL TEMPLATE*
2. *AFFIDAVITS*
3. *MWBE PARTICIPATION FORMS*
4. *STANDARD PROFESSIONAL SERVICES CONTRACT TEMPLATE*

ATTACHMENT 1. COST PROPOSAL FORM FOR RFP 2018-01

Proposed Staffing Costs by Task	Proposed Cost	% of Budget
Task 1: Project Management	\$	%
Task 2: Outreach and Coordination	\$	%
Task 3: State of Practice	\$	%
Task 4: Regional Vision	\$	%
Task 5: Technology Needs	\$	%
Task 6: Investment Priorities and Funding Strategies	\$	%
Task 7: Collaboration with the Private Sector	\$	%
Task 8: Final Documentation	\$	%
Subconsultants and Other Direct Costs (**subtotal from table below)	\$	%
Total all Tasks and Other Direct Costs	\$	100%

Proposed Subconsultants and Other Direct Costs	Proposed Cost
Name of Subconsultant #1	\$
Name of Subconsultant #2	\$
Travel and Per Diem	\$
Printing	\$
(add additional lines for other direct costs)	\$
Subtotal Subconsultants and Other Direct Costs	\$

Itemized MWBE Participation	% of Budget
Name of MWBE #1	%
Name of MWBE #2	%
Total Percent of budget allocated to MWBE	%

INSTRUCTIONS: Proposers should recreate this form to provide the requested information. Attach a detailed staffing plan showing proposed hours and hourly rates for assigned personnel by task. No engineering or architectural services are required as part of this solicitation.

ATTACHMENT 2. AFFIDAVITS FOR RFP 2018-01

State of _____ in the County of _____

As used herein, "Offeror" will include bidders and proposers.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Position Title) of _____ (Offeror's Firm/Organization), and that Offeror is presently in compliance with, and will continue to maintain compliance with, all applicable laws.

Taxes and Licensure: Thus, Affiant States that Offeror has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Offeror is current on its payment of all applicable gross receipt taxes and personal property taxes.

Nondiscrimination: Offeror, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. With regard to all aspects of this contract, Offeror certifies and warrants it will comply with this policy.

Employment Requirement: Offeror, declares that neither the prime, subcontractors, sub-consultants, nor providers of day laborers employ any person who is not a legal resident of the United States. Any contractor who knowingly violates the provisions of this section is subject to debarment or suspension.

Contingent Fees: It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Offeror has not retained anyone in violation of the foregoing.

And Further Affiant Sayeth Not:

By: _____

Title: _____

Address: _____

Sworn to and subscribed before me on this _____ day of _____ (Month), 2014.

Notary Public My commission expires: _____

The provision of false information is a material breach.

ATTACHMENT 3. MWBE PARTICIPATION FORMS FOR RFP 2018-01

Minority and Woman-Owned Business Outreach and Participation Form						
RFP No. and Name	2018-01: Regional Smart Mobility Assessment					
Name of Firm	Type of DBE	Certifying Entity	Date of Contact	Form of Contact	Proposed Participation	% of Total Budget
Reason for no contact:						
Instructions <ul style="list-style-type: none"> • <i>Type of DBE:</i> Minority-Owned, Woman-Owned • <i>Certifying Entity:</i> List at least one local of state agency within Tennessee who has recognized the firm as a MWBE • <i>Date of Contact:</i> Most recent date that the Offeror requested participation from the firm • <i>Form of Contact:</i> Email, written letter, etc. • <i>Proposed Participation:</i> Indicate if the firm has a formal role in the Proposal as a prime contractor, subcontractor, or third-party vendor • <i>% of Total Budget:</i> Indicate the percent of total budget estimated for work performed by the proposed firm • <i>Reason for no contact:</i> If no outreach was conducted to recruit the participation of MWBE. Offerors who fail to conduct outreach may be deemed non-responsive. • <i>Recreate this sheet to include additional firms</i> 						

GOOD FAITH EFFORTS

Subject: Proposal for

(Name of Project)

In consideration of the privilege to submit Proposals on contracts funded, in whole or in part, by the Greater Nashville Regional Council, I/We, attest that I/We have made the following efforts to ensure that potential MWBE subcontractors were notified of the opportunity to participate as a subcontractor or joint venturer on this project.

- I/We have made efforts to include MWBE's, certified by certifying entities recognized by a local or state agency operating within the State of Tennessee, in the procurement process and to ensure that businesses are not discriminated against on the basis of race, ethnicity or gender;
- I/We have delivered written notice to three available MWBEs certified by certifying entities recognized in the State of Tennessee for each potential subcontracting or supply category in the Contract AND all potential subcontractors or vendors which requested information on the Contract.
- I/We have provided all potential subcontractors or vendors with adequate and timely information as to the plans and specifications of this project as well as information necessary to provide a bid or quote as well as and the last date and time for receipt of price quotations.

Additionally, _____ has made the following Good Faith Efforts to include MWBEs as subcontractors or joint venturers on this project.

- I/We have attended a special meeting called to inform business and individuals of subcontracting or supply opportunities.
- I/We have, in accordance with normal industry practices, divided the contract into economically feasible segments that can be performed by a MWBE.
- I/We have actively solicited, through sending letters or initiating personal contact, MWBEs in all feasible and appropriate categories providing subcontracting opportunities for the contract under consideration.
- I/We have utilized the services of available community organizations and associations, contractors' groups, and trade associations known to publicize

contracting and procurement opportunities, for the purpose of obtaining assistance in the contacting and recruitment of MWBEs.

- I/We have advertised in publications of general circulation in the Nashville Metropolitan Statistical Area (“MSA”), trade publications and other media owned by, or otherwise focused or marketed to MWBEs, and the advertisement identifies and describes the specific subcontracting or other opportunity in reasonable detail.

- I/We have conducted discussions with interested MWBEs in good faith, and provided the same willingness to assist MWBEs as has been extended to any other similarly situated subcontractor.

Printed Name of Company Official	Date
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Signature	Title of Company Official
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Full Company Name	Mailing Address
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Area Code/Phone Number	City, State, Zip
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ATTACHMENT 4. STANDARD PROFESSIONAL SERVICES CONTRACT

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
CONTRACTOR NAME
AND THE
GREATER NASHVILLE REGIONAL COUNCIL**

This Contract, by and between the GREATER NASHVILLE REGIONAL COUNCIL, (“GNRC”) and **CONTRACTOR NAME** (“Contractor”), is for the provision of professional services, as further defined in the “SCOPE.” The GNRC and Contractor may be referred to individually as a “Party” or collectively as the “Parties” to this Contract.

A. PURPOSE AND SCOPE OF SERVICES:

- A.1 Scope of Services. Contractor agrees to provide and the GNRC agrees to purchase services as described in the “Scope of Services,” Attachment A, which is attached hereto and made a part of this contract.
- A.2 Standard of Care. Contractor will render its Services in accordance with the standard of care, skill and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the Project and at the time the Services are to be performed.

B. TERM OF CONTRACT:

The parties agree that this Contract will be effective for the period beginning on **Month #, 20##** (“Effective Date”) and ending on **Month #, 20##** (“Term”).

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Payment. In no event will the maximum payment by GNRC under this Contract exceed **dollars and cents (\$#.##)** (“Maximum Payment”). This Contract does not grant the Contractor any exclusive rights.
- C.2. Compensation Firm. The maximum payment provided in Section C.1 of this Contract will constitute the entire compensation due the Contractor for work performed under this Contract regardless of the difficulty. The maximum payment of the GNRC under this Contract is firm for the duration of the Contract and are not subject to escalation for any reason unless amended. The maximum payment includes all applicable taxes, fees, overhead, costs of insurance, and all other direct or indirect costs incurred or to be incurred by the Contractor.
- C.3. Invoice Procedure. Starting with the effective date of this contract, the Contractor will submit to the GNRC an application for payment, no more often than monthly, to the party identified in D.2. Said application shall be accompanied by supporting documentation for expenses incurred in carrying out the “Scope of Services,” along with a written progress report detailing the work undertaken and accomplished during the period of invoicing. The report shall also include a summary of progress made to-date in fulfilling the Contractor’s requirements under the “Scope of Services.”
- C.4. Invoice Payment and Retainage. The Contractor’s work under the “Scope of Services” is being conducted for GNRC on behalf of the Nashville Area MPO. No payment shall be made unless approved by the Planning Oversight Committee of the Nashville Area MPO. Payments of approved applications shall be made within thirty (30) days of approval. The GNRC shall retain ten percent (10%) of any approved amounts. All retained funds shall be paid to the Contractor with the approved final payment.
- C.5. Allowable Costs. The Contractor understands that funding for this contract is based on grant agreements with the Tennessee Department of Transportation, State of Tennessee relative to

MPO transportation planning, and the Contractor understands that reimbursement under this contract is subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State not to constitute allowable cost.

- C.6. Final Payment. An application for final payment may be submitted after the MPO Transportation Policy Board approves the work as described in Attachment A. Said application must then be approved by the MPO Planning Oversight Committee. Final payment, which shall be the contract sum less the sum of all previous payments, shall be made within thirty (30) days after approval.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. Neither party is bound by this Contract until it is signed by the contracting parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations, and bylaws of the contracting parties.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, will be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The GNRC:
MICHAEL SKIPPER, EXECUTIVE DIRECTOR
GREATER NASHVILLE REGIONAL COUNCIL
501 UNION STREET, 6TH FLOOR
NASHVILLE, TN 37219
EMAIL:MSKIPPER@GNRC.ORG
PHONE #: 615-862-8855
FAX #: 615-862-8840

The Contractor:
INDIVIDUAL NAME AND TITLE
CONTRACTOR NAME
STREET ADDRESS
CITY, STATE ZIP
EMAIL: NAME@ADDRESS
PHONE #: ###-###-####

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties to this Contract and approved by appropriate officials in accordance with applicable Tennessee laws and regulations, and the bylaws of the Contracting parties.
- D.4. Termination for Convenience. The agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should either party exercise this provision, Contractor shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the GNRC be liable to Contractor for any service which has not been rendered. The final decision as to the amount, for which the GNRC is liable, shall be determined by the GNRC.

- D.5. Termination for Cause. If the Contractor fails to properly perform its obligations under this agreement in a timely or proper manner, or if the Contractor violates any terms of this agreement, the GNRC shall have the right to immediately terminate the agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the GNRC for damages sustained by virtue of any breach of this agreement by the Contractor.
- D.6. Assignment and Subcontracting. The Contractor will not assign this Contract or enter into a subcontract for any of the services provided under this Contract without the prior written approval of the GNRC. Notwithstanding any use of the approved subcontractors, the Contractor will be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The GNRC reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.7. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or officials of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent employee, subcontractor, or consultant to the GNRC in connection with any work contemplated or performed relative to this Contract.
- D.8. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of Contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of discrimination.
- D.9. Maintenance of Records. The Contractor will maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, will be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the GNRC, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract will be subject to monitoring and evaluation by the GNRC, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor will submit brief, periodic, progress reports to the GNRC as requested.
- D.12. Strict Performance. Failure by any party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract will not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written amendment signed by the parties to this Contract.
- D.13. Independent Contractor. The parties to this Contract will not act as employees, partners, joint venturers, or associates of one another. The parties to this Contract are independent contracting entities. Nothing in this Contract will be construed to create an employer/employee relationship or to allow either party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one

party are not the employees or agents of the other party. The GNRC will not provide Contractor with office space, desks, equipment or supplies.

The Contractor, being an independent contractor and not an employee of the GNRC, agrees to carry adequate public liability and other appropriate forms of insurance, including worker's compensation insurance on its employees when required by law, and to pay all applicable taxes incident to this Contract.

- D.14. Limitation of Liability. Neither party will have any liability except as specifically provided in this Contract.
- D.15. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the GNRC under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.16. Tennessee Department of Revenue Registration. The Contractor will comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.17. Suspension and Debarment. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to entities who are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 of February 18, 1986 (3 CFR, 1986 Comp., p. 189). The Contractor will provide immediate written notice to the GNRC if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.
- D.18. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.19. State and Federal Compliance. The Contractor will comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.20. Governing Law. This Contract will be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the state or federal courts located within Davidson County.
- D.21. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

- D.22. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract will not be affected and will remain in full force and effect. The terms and conditions of this Contract are severable.
- D.23. Headings. Section headings of this Contract are for reference purposes only and will not be construed as part of this Contract.
- D.24. Incorporation of Additional Documents. Each of the following documents are included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items will govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with attachments.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions will control.
- E.2. Subject to Funds Availability. The GNRC reserves the right to terminate the Contract upon written notice to the Contractor. Said termination will not be deemed a breach of Contract by the GNRC. Upon receipt of the written notice, the Contractor will cease all work associated with the Contract. If the GNRC terminates this Contract due to a lack of funds availability, the Contractor will be entitled to compensation for all satisfactory and authorized services completed as of the termination date.
- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information will be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the GNRC or acquired by the Contractor on behalf of the GNRC that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section will permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the GNRC or third parties. Confidential Information will not be disclosed except as required or permitted under state or federal law. Contractor will take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.
- The obligations set forth in this Section will survive the termination of this Contract.
- E.4. Public Accountability. If the Contractor is subject to Tenn. Code Ann. §§ 8-4-401, *et seq.*, or if this Contract involves the provision of services to citizens by the Contractor on behalf of the GNRC, the Contractor agrees to establish a system through which recipients of services may present grievances about Contractor's operation of the service program. The Contractor will also display in a prominent place, located near the passageway through which the public enters in order to receive contract-supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating the following:

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

The sign will be of the form prescribed by the Comptroller of the Treasury.

E.5. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

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

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

E.6. Insurance. The Contractor will carry adequate liability and other appropriate forms of insurance, including worker compensation insurance when required by law.

E.7. Ownership of Work Product/Assignment of Product Rights. All work performed by Contractor under this Contract is work made for hire and is the property of GNRC. All work products including but not limited to forms, legal documents, information materials, reports, background check documentation, text, and exhibits produced by Contractor in the performance of this Contract are owned by the GNRC, and, on completion or termination of the Contract, Contractor must deliver these materials to the GNRC.

E.8. Copyrights. The Tennessee Department of Transportation may copyright any books, publications, or other copyrightable materials developed in the course of this FHWA funded project. The FHWA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

E.9. Notations and Statements. All reports, maps, and other documents prepared as a part of this agreement, exclusive of documents for internal use only by parties hereto, and financed with federal transportation planning funds shall carry the following notation on the front cover or title page:

This report was prepared in cooperation with the U. S. Department of Transportation, Federal Highway Administration and Federal Transit Administration, and the Tennessee Department of Transportation.

All notices, informational pamphlets, press releases, research reports, signs and similar notices prepared and released by the Contractor shall include the statement, "This project is funded (in part) under an agreement with the State of Tennessee, Department of Transportation."

- E.10. Licensure. The Contractor and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- E.11. Environment Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this agreement.

IN WITNESS WHEREOF,

CONTRACTOR NAME

NAME AND TITLE **DATE**

GREATER NASHVILLE REGIONAL COUNCIL

PRESIDENT **DATE**

CHAIR, MPO TRANSPORTATION POLICY BOARD **DATE**