

Greater Nashville Regional Council

Request for Qualifications #2018-02 On-Call Planning Support Services

- Issue Date: **FRIDAY, JULY 13, 2018**
- Pre-submittal Conference: A Pre-submittal teleconference will be held at **11:45 A.M. (CDT), MONDAY, JULY 30, 2018**. Details will be posted to the MPO's website at least three days prior to the teleconference. Attendance is not mandatory.
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 accepted via email to mconnelly@gnrc.org up until the submittal due date identified below.
- Due Date: Qualifications packages will be accepted any time between **JULY 15, 2018** and **2:00 P.M., FRIDAY, AUGUST 17, 2018**.
- Submittal Copies: **Five (5)** hard copies of the submittal and **one (1)** copy in digital format must be submitted in a SEALED ENVELOPE or BOX with **RFQ#2018-02 written clearly on the outside of the envelope.**
- Contact Information: All inquiries for information should be directed in writing to:
Mary Connelly, Transportation Planning Manager
mconnelly@gnrc.org
- Contract Period: Up to 36 months

QUALIFICATIONS PACKAGES SHOULD BE DELIVERED TO:

Greater Nashville Regional Council
ATTN: RFQ2018-02
c/o Gayle Wilson, Finance Director
220 Athens Way, Suite 200
Nashville, Tennessee 37228

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REQUEST FOR QUALIFICATIONS

The Greater Nashville Regional Council (GNRC) is seeking proposals from firms and/or individuals capable of providing one or more planning services to assist with a major update to the long-range transportation plan, to be adopted as the 2045 Regional Transportation Plan (RTP), and related products for the Nashville Area Metropolitan Planning Organization (MPO).

The GNRC administers the Nashville Area 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.

Objective of this Solicitation:

The GNRC intends to award a task-order based contract to one or more firms or vendors through this request for qualifications. Offerors may respond to all or parts of the scope of services described in Section 3.0 any time before or by the due date identified on the cover sheet.

1.0 PROJECT BACKGROUND

The Greater Nashville Regional Council (GNRC) is seeking proposals from firms and/or individuals capable of providing one or more planning services to assist with a major update to the long-range transportation plan and related products for the Nashville Area Metropolitan Planning Organization (MPO).

1.1 METROPOLITAN PLANNING ORGANIZATION

Established through federal legislation, MPOs exist throughout the United States in all urbanized areas of more than 50,000 people and have the authority to prioritize, plan, and program transportation projects in urban / metropolitan areas for federal funding. In Tennessee, eleven MPOs work in partnership with the Tennessee Department of Transportation (TDOT) to carry out the planning process.

The GNRC administers and provides professional staff to the Nashville Area MPO, the federally-designated transportation planning agency for Davidson, Maury, Robertson, Rutherford, Sumner, Williamson, and Wilson counties. In order to fulfill the requirements of the federally-mandated MPO program, GNRC produces three major work products on behalf of the MPO's Transportation Policy Board: a Regional Transportation Plan (also known as the RTP or long-range transportation plan), a Transportation Improvement Program (TIP), and a Unified Planning Work Program (UPWP). The MPO's Transportation Planning Prospectus provides further detail on the program's organizational structure and planning process, and a Public Participation Plan (PPP) helps communicate to partners and the general public opportunities for involvement in the development of MPO products. All plans and programs are available on the MPO's website at www.nashvillempo.org.

1.2 REGIONAL TRANSPORTATION PLAN

The Regional Transportation Plan (RTP) is a long-range, twenty-five year multimodal strategy and capital improvement program developed to guide the effective investment of public funds in transportation facilities. The plan, last adopted in February 2016, identifies specific roadway and transit projects that will help manage congestion, increase regional mobility options, and address other community-driven quality of life outcomes. The RTP is updated every five years and may be amended as a result of changes in federal planning requirements, changes in anticipated funding levels and sources, or to incorporate recommendations from major studies completed since adoption. The current RTP is available at http://nashvillempo.org/plans_programs/RTP/.

The MPO Transportation Policy Board is scheduled to adopt a major update to its RTP by February 2021. This Plan will include three planning horizons including a short-term horizon (2025), mid-term horizon (2035), and long-term horizon (2045). In general, a major update includes the following activities:

- Year 1 – Deploy/ implement strategies and projects from current RTP,
- Year 2 – Begin data collection and model development for RTP update
- Year 3 – Initiate necessary planning studies; Prepare future year forecasts and needs analysis;
- Year 4 – Prepare financial projections; Issue a Call-for-Projects; Conduct project evaluation
- Year 5 – Finalize draft plan documentation; Public and stakeholder Review; Adopt plan

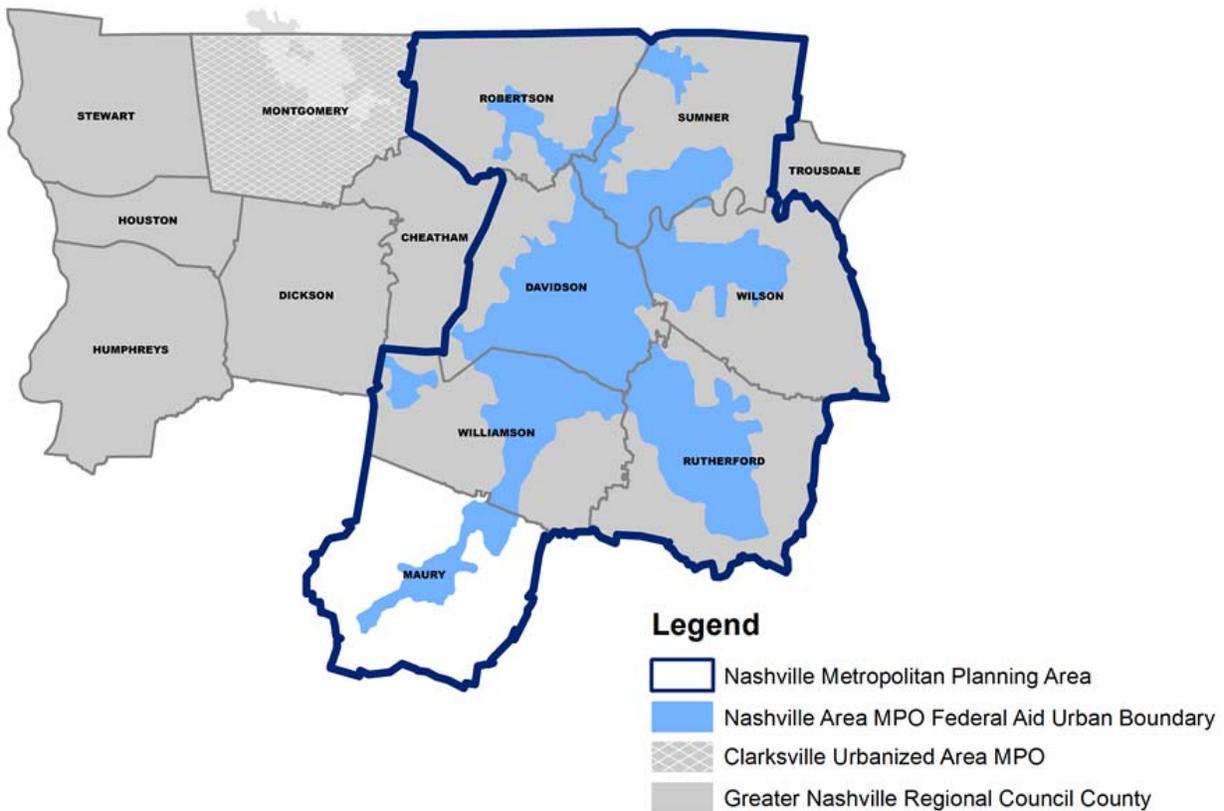
The GNRC is currently engaged with consultants on three major planning efforts that will be incorporated in the final draft RTP including:

- Regional Smart Mobility Assessment,
- Intelligent Transportation Systems Architecture Update, and
- South Corridor Transit Study.

The consultant(s) selected through this RFQ will augment the work of those consultants and GNRC professional planning staff by performing a variety of smaller scale support services over the next 36 months. Most tasks will require rapid response and delivery of the products.

1.3 METROPOLITAN PLANNING AREA

The formal planning area of the Nashville Area MPO includes Davidson, Maury, Robertson, Rutherford, Sumner, Williamson, and Wilson counties. The area supports a population of approximately 1.5 million. In addition, the MPO coordinates with stakeholders over a larger regional geography to ensure seamless transportation planning across Middle Tennessee. As such, some MPO planning activities include surrounding areas which are involved in related organizations including the Regional Transportation Authority, the Clarksville Urbanized Area MPO, and the Middle Tennessee Rural Planning Organization.



1.4 DESIRED EXPERIENCE

The GNRC is seeking experience and expertise in many areas related to community and regional planning, communications and marketing, and public engagement. The qualifications listed here should be considered a minimum set of desired capabilities needed to update the Regional Transportation Plan:

- Performance-Based Planning;
- Federal Metropolitan Planning Requirements;
- Transportation planning for people and freight;
- Travel demand modeling;
- Land use planning, zoning, and land development regulations;
- Land use allocation modeling;
- Community visioning and scenario planning;

- Urban design;
- Economic and market analysis;
- Fiscal impact analysis;
- Land use modeling;
- Visualization techniques;
- GIS analysis and mapping;
- Video editing and production;
- Website/ web application development;
- Survey research;
- Public and stakeholder outreach and involvement; and
- Media relations.

2.0 REQUESTED SERVICES

The consultant(s) selected through this RFQ will assist GNRC professional staff by performing a variety of smaller scale support services over the next 36 months. Most tasks will require rapid response and delivery of the products. Offerors may propose to provide any combination of the services identified in the following sections.

2.1 COMMUNITY AND STAKEHOLDER ENGAGEMENT

Outreach to and input from the public, stakeholders, and the media will be a central focus of efforts to develop the 2045 RTP. At a minimum, the following groups will be considered key audiences and planning partners throughout the effort:

- State and regional governmental agencies,
- Civic organizations,
- Neighborhood associations,
- News media,
- Chambers of commerce,
- Local business leaders,
- Joint Economic and Community Development Boards,
- Resource management agencies,
- Environmental organizations,
- Transit/transportation providers,
- Non-profit organizations focused on growth and development (e.g., Cumberland Region Tomorrow, Civic Design Center, etc.), and
- Representatives of traditionally underserved populations.

In order to maximize the level of public and stakeholder involvement in the planning process, the GNRC may require consultant assistance to carry at the following tasks:

- **Media & Public Relations** – Activities may include the development of a public relations campaign to improve public and stakeholder involvement in the development of the long-range transportation plan including advertising public meetings/ workshops, developing press releases, and other tasks associated with informing audiences about opportunities to shape the regional transportation plan.
- **Meeting Coordination/ Facilitation** – Activities may include coordination of meetings and workshops including finding and reserving facilities, setting up meeting rooms, preparing materials and presentations, facilitating discussion, and recording meeting notes/ minutes.

- **Synthesis of External Public Involvement Activities** – The MPO is interested synthesizing the findings from public involvement conducted by state, regional, and local agencies during recent and ongoing studies and comprehensive planning activities in order to minimize duplication of effort and public planning fatigue.
- **Attitudinal/ Opinion Research** – Activities may include quantitative research via telephone, intercept, or web-based surveys or qualitative research through personal interviews and focus groups.
- **Video Production** – Activities may include video shoots, computer animation, and video editing for a variety of productions to communicate to a diverse set of audiences the nature of opportunities and challenges facing the metropolitan area, the need for regional planning, and proposed solutions.
- **Graphic Design and Illustration** – Activities may include the development of illustrations by hand or through the use of graphic design software or computer rendering software for the purposes of 1) illustrating transportation challenges and proposed solutions and 2) improving MPO publications and outreach materials.

2.2 WEB APPLICATIONS AND TOOLS

GNRC is seeking to improve www.nashvillempo.org and www.gnrc.org and/or to produce stand-alone web or database applications that 1) provide greater access to regional plans and data, 2) offer a more interactive learning experience for those interested in planning for the future, and 3) foster a convenient and creative environment for the exchange of ideas. As such, GNRC seeks a team of web designers and database programmers capable of developing, deploying, maintaining, and troubleshooting applications to be hosted on a variety of platforms and operating environments. In general, the GNRC operates web applications on Windows-based servers using .Net framework. GNRC prefers databases to be deployed using Microsoft SQL Express. The MPO's current web applications include:

- RTP Project Application and Scoring Database - Apply.NashvilleMPO.org
- Web-based Transportation improvement Program - TIP.NashvilleMPO.org
- Freight Profile - NashvilleMPO.org/regional_plan/freight/freight_profile.aspx
- Transit Competitiveness Index Tool - tci.NashvilleMPO.org/Nash_TCI/ui/tci.html
- Activity Based Model Data Viewer - not available externally
- Public Involvement/ Regional Study Database - NashvilleMPO.org/publications_docs/activities/
- Multi-Media Center - NashvilleMPO.org/media_center/

2.3 MODELING AND FORECASTING

GNRC is seeking to enhance its ability forecast future conditions related to growth and development, travel demand, traffic flow, transit ridership, roadway safety, and walking and bicycle usage; and to test the performance of, or impacts on the region from proposed public policies, economic and market shifts, energy supply and pricing, land development scenarios, and infrastructure investments. Specifically, the GNRC anticipates needing consultant assistance for following activities during the next 36 months:

- **Travel Demand Forecasting** – GNRC has been transitioning to a new activity/ tour-based model (ABM) so that MPO policy-makers and planners have the ability to test the impact of a broader set of land use and transportation scenarios on travel behavior, and to increase its capacity to perform detailed corridor and sub-area studies aimed at evaluating non-motorized modes, transit, and freight movement. GNRC may seek assistance with calibration/validation of the ABM and its various submodels, development of model documentation to satisfy TDOT requirements, and ongoing technical support for model deployment during the RTP update.

- **Land Development and Socioeconomic Modeling** – GNRC has recently acquired UrbanSim software and will be seeking consultant assistance to help develop and calibrate a regional land use model for the RTP update.
- **Other Models** – GNRC may seek assistance in developing and deploying additional models for use in predicting a variety of outcomes related to roadway safety, travel time reliability, transportation system maintenance, non-motorized mode demand, among others.

2.4 RESEARCH AND TECHNICAL ASSISTANCE

GNRC is seeking to have a roster of consultants capable of provide technical assistance during the development of the 2045 RTP. Specifically, GNRC anticipates requesting assistance with the following activities:

- **General Research & Data Collection** – The transportation planning process requires a significant amount of data in order to be carried out effectively. Activities may include primary or secondary data collection to provide basic information to policy-makers and planners, or to help define base year conditions for regional models. Possible data items may include, but are not limited to, roadway travel speeds, traffic volumes, intersection delay, turning movements, bicycle and pedestrian counts, truck counts; surveys of visitors, university students, truck drivers, local businesses, transit riders, or the general public; and field inventorying/verification of existing land uses, built structures, community assets, transportation facilities, and their conditions.
- **Regional Visioning & Scenario Planning** – Activities will be geared toward engaging citizens, community partners, and area businesses in discussions about trade-offs associated with a set of economic growth, land use, and transportation investment scenarios. GNRC has acquired UrbanFootprint software to aid in scenario planning.
- **Transportation Project and System-Level Cost Estimation** – Activities may include the preparation of cost estimates for short-, mid-, and long-term capital projects under consideration for the 2045 Plan; and the preparation of cost estimates for the operations and maintenance of existing and future transportation systems.
- **Financial Planning** – Activities may include the identification, forecasting, and assessment of revenue sources to ensure availability of funds necessary for the development and implementation of both long- and short-range transportation programs. Additional tasks may include, but are not limited to: assessment of new funding options, evaluation of proposed state/federal legislation affecting transportation funding, and identification/evaluation of alternative public or private funding sources for transportation projects.
- **Transportation Demand Management** – Activities may include assisting the MPO and its partners in the evaluation of Transportation Demand Management (TDM) programs and strategies to encourage alternatives to the use of single-occupant vehicle trips including vanpooling, carpooling, telecommuting, transit, bicycling, and walking; and to encourage employers to implement business practices that help reduce congestion during peak commuting times.
- **Ad Hoc Technical Studies** – Other technical studies related to transportation safety, system security, system resiliency, operations & maintenance, access management, roadway design, system management & operations, intelligent transportation systems, transit operations, freight and logistics, health impacts, environment and climate change, etc. may be requested throughout the duration of the contract period.

3.0 INSTRUCTIONS TO OFFERORS

3.1 PREPARATION OF SUBMISSION

It is the responsibility of all Offerors to examine the entire Request for Qualifications 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.

3.2 REQUIRED INFORMATION

Five (5) hard copies of the submittal and **one (1)** copy in PDF format of the proposal shall be submitted in an 8 1/2" x 11" format, typewritten. All proposals should include the following on every internal page as a header or footer:

- RFQ Number,
- RFQ Title,
- Offeror's Company Name,
- Section (Part) Title, and
- Page Number.

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 & Affidavits

The Offeror must provide a notarized copy the signed Affidavits provide as Attachment 1 to this RFQ, and 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, or the State of Tennessee Department of Transportation.

Part 2. Technical Proposal

A. Project Understanding

The Offeror must demonstrate a general familiarity with 1) the MPO and its associated federal requirements to develop a metropolitan transportation plan, 2) major initiatives of the MPO as outlined in the adopted 2040 Regional Transportation Plan and 2018 Unified Planning Work Program, 3) local/regional planning issues and challenges that should be addressed through the development of the 2045 Regional Transportation Plan.

B. Scope of Services

The Offeror must identify the services or activities for which the Offeror is interested in performing from the list presented in Section 2 of this RFQ. The role and responsibilities of any anticipated subcontractors should be clearly noted.

Part 3. Statement of Qualifications

A. Statement of Qualifications

The Offeror must include information describing the background and experience of the firm and anticipated subcontractors, along with resumes and professional biographical briefs of key individuals proposed to perform services as part of the consultant team. **Please limit this section to no more than 30 pages.**

B. Time Commitment to Other Projects

The Offeror must provide information about other studies/ consulting activities currently underway or likely to be undertaken during the next 12 months by those with a significant role in this study, along with an indication of their commitment (as a percentage of available time) to those other studies.

C. Samples of Relevant Work Experience (OPTIONAL)

The Offeror may include samples of relevant work experience within the bound proposal, or submitted under separate cover along with the proposal. If submitted under separate cover, please ensure that the document is labeled clearly as "Part 3c – Samples of Relevant Work Experience."

Part 4. Cost Proposal

The Offeror must include information regarding 1) billing rates for key individuals or for proposed staff positions (e.g., graphic designer, GIS analyst, Senior Planner, etc.), 2) per item cost of anticipated or common non-personnel direct expenses, and 3) rates for fringe, overhead or indirect costs, and profit. There are no specific formatting requirements for the cost proposal, so long as it provides the requested information.

Part 5. References

The Offeror must provide a minimum of four (4) references, complete with email address and telephone number, of clients for which the contractor has performed similar work. Two (2) references must be public sector agencies.

Part 6. 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 2 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 7. Corrections, Amendments, and Clarifications

The Offeror must include signed copies of all corrections, amendments, and clarifications to this RFQ. Such corrections, amendments, and clarifications will be posted to the MPO website at NashvilleMPO.org.

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

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

3.4 PRE-SUBMITTAL CONFERENCE

A pre-submittal 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 RFQ in order to prevent any misunderstanding. Any doubt as to the requirements of this RFQ 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 RFQ. Oral statements or instructions will not constitute an amendment to this Request for Qualifications.

3.5 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.

3.6 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.

3.7 EXCEPTIONS

Any desired exceptions to the Terms and Conditions identified in Section 5 of this RFQ must be included in the proposal and must address the specific RFQ 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.

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.

3.8 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.

3.9 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.

3.10 WITHDRAWAL OF PROPOSAL

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

3.11 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.

3.12 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.

3.13 LATE PROPOSALS

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

3.14 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.

3.15 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.

4.0 EVALUATION OF PROPOSALS

4.1 GENERAL

Proposals will be reviewed and evaluated by GNRC staff and relevant representatives of member jurisdictions and partner agencies. Awards shall be made to responsible Offerors whose proposals are determined to be advantageous to the GNRC, taking into consideration the evaluation factors set forth in Section 4.2.

4.2 CRITERIA FOR PROPOSAL EVALUATION

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Proposals will be evaluated on the following criteria. The maximum score is 100 points. Only those proposals receiving a combined score of 75 or higher will be considered for selection. Costs will not be evaluated directly, but will be used to benchmark costs of any future task orders.

| WEIGHT | CRITERION | STANDARD |
|---------------|-----------------------|--|
| 50 points | Qualifications | To what extent does the proposal demonstrate the Offeror's ability to provide the proposed services? Has the proposer provided examples of similar work? To what extent are other clients satisfied with the Offeror's services? |
| 20 points | Project Understanding | Does the proposal reflect a thorough, thoughtful, and accurate portrayal of the requested services? Is there evidence of a clear understanding of the MPO and its planning requirements? |
| 20 points | Availability | To what extent are proposed staff available to complete assignments in a timely manner? |
| 10 points | MWBE Participation | Does the proposal provide opportunities for participation by minority and/or woman-owned businesses (MWBE)? |

4.3 INTERVIEWS

GNRC may request an in-person interview prior to selection. In such an event, GNRC will provide the Offeror with at least a two week notice in order to provide sufficient time for assembling key personnel. GNRC shall not be responsible for any costs incurred by the Offeror in the preparation, travel to/from, or participation in interviews.

4.4 REFERENCE EVALUATION

Reference evaluations will be conducted 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 and Creativity | 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? |

4.5 AWARD OF CONTRACT

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

1. Waive any immaterial defect or informality, or
2. Award a contract to one or more Offerors, or
3. Reject any or all responses, or portions thereof, or
4. Reissue a Request for Qualifications, or
5. Cancel the Solicitation.

4.6 OFFEROR'S RIGHTS

All materials submitted in response to this RFQ 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.

5.0 CONTRACT TERMS AND CONDITIONS

5.1 MANAGEMENT/OWNERSHIP

Activities will be performed under contract to GNRC on behalf of the Nashville Area MPO Transportation Policy Board. Final acceptance of products shall be the purview of the MPO Transportation Policy Board.

Unless otherwise negotiated, 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.

5.2 INSURANCE REQUIREMENTS

Any Offeror receiving an award may 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, 220 Athens Way, Suite 200 Nashville, TN 37228.

The following insurance(s) are typically 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.)

Said 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.

5.3 STANDARD TERMS AND CONDITIONS

GNRC's standard contract template for on-call services is attached to this solicitation as Attachment 3. 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 RFQ paragraph where a conflict exists, according to the instructions identified in Section 3 of this solicitation.

ATTACHMENTS

1. *AFFIDAVITS*
2. *MWBE PARTICIPATION FORMS*
3. *STANDARD CONTRACT TEMPLATE FOR ON-CALL SERVICES*

ATTACHMENT 1. AFFIDAVITS FOR RFQ 2018-02

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), 2018.

Notary Public My commission expires: _____

The provision of false information is a material breach.

ATTACHMENT 2. MWBE PARTICIPATION FORMS FOR RFQ 2018-02

| Minority and Woman-Owned Business Outreach and Participation Form | | | | | |
|---|---|-------------------|-----------------|-----------------|---------------------------|
| RFQ No. and Name | 2018-02: On-Call Planning Support Services | | | | |
| Name of Firm | Type of DBE | Certifying Entity | Date of Contact | Form of Contact | Anticipated Participation |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| 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>Anticipated Participation:</i> Indicate if the firm has a formal role in the Proposal as a prime contractor, subcontractor, or third-party vendor • <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

Signature Title of Company Official

Full Company Name Mailing Address

Area Code/Phone Number City, State, Zip

ATTACHMENT 3. STANDARD CONTRACT TEMPLATE (ON-CALL)

**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 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. Task Orders. The Contractor shall perform work authorized by a “task order” in accordance with the activities described in the Scope of Services provided as Attachment A to this contract. Each task order shall be issued by the GNRC Executive Director and include a description of work to be performed, a schedule for those activities, a list of final deliverables, and the budget indicating the maximum payment allowable for the task.
- C.2. Compensation. The maximum payment provided in Section C.1 of this Contract will constitute the entire compensation due the Contractor for work performed under the task order. 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 may 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 each task order issued according to C.1 of this Contract, along with a written progress report detailing the work undertaken and accomplished during the period of invoicing.
- 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 of each task order.
- 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 for each task order shall be made after the approval of deliverables for the task order by the party identified in D.2. Said application must then be approved by the MPO Planning Oversight Committee. The amount of the final payment shall be the maximum payment for the task order less the sum of all previous payments, and 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
220 ATHENS WAY, SUITE 200
NASHVILLE, TN 37228
EMAIL:MSKIPPER@GNRC.ORG
PHONE #: 615-880-3540
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 is 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