

Nashville Area Metropolitan Planning Organization

Request for Proposals #953599

South Corridor Transit Alternatives Analysis

- Issue Date: **THURSDAY, JUNE 29, 2017**
- Pre-submittal Conference: A Pre-submittal meeting will be held at **1:00 P.M. (CDT) on TUESDAY, JULY 18, 2017** in the University Conference Room of Lindsley Hall located at 730 Second Avenue South, Nashville, TN 37219. 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 TUESDAY, JULY 25, 2017.**
- Submittal Due Date: **Submittals will be received until 11:00 A.M. (CST) on FRIDAY, AUGUST 11, 2017.**
- Submittal Copies: **Fifteen (15) hard copies of the submittal and one (1) copy in digital format must be submitted in a SEALED ENVELOPE or BOX with RFP#953599 written clearly on the outside of the envelope.**
- Contact Information: All inquiries for information should be directed to:
Michelle Lacewell, Interim Director
Telephone: (615) 880-2452
e-mail: lacewell@nashvillempo.org
- Contract Period: Up to 12 months

PROPOSALS SENT BY USPS SHOULD BE MAILED TO:

Nashville Area Metropolitan Planning Organization c/o Ms. Lou Edwards
800 Second Avenue South | PO BOX 196300 | Nashville, Tennessee 37219

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

800 Second Avenue South, Second Floor | Zip Code 37210

RFP#953599 SOUTH CORRIDOR TRANSIT ALTERNATIVES ANALYSIS

Request for Proposals

Pursuant to § 4.12.040 M.C.L., this solicitation document serves as the written determination of the Purchasing Agent, that the use of competitive sealed bidding is neither practicable nor advantageous to Metro on behalf of the Nashville Area Metropolitan Planning Organization (MPO). Therefore, this solicitation will facilitate the entering into of contract(s) by the competitive sealed proposals process. The proposal process, flexibility and limitations are governed by the Code and related Procurement Regulations.

The proposal selection method permits discussions with offerors who submit proposals determined to be reasonably susceptible of being selected for award. Modifications in proposal content, comparative judgmental evaluations of the proposals, corrections, and scope adjustments, may occur at the request of the Purchasing Agent or their designee.

There may be one or more amendments to this solicitation. Solicitation amendments are included as updates to the original solicitation. It is the offeror's responsibility to remain informed on all solicitation amendments and submit the solicitation response incorporating all amendments.

Offers to Metro online solicitations are required to be submitted within the iSupplier online environment unless otherwise stated. Hard copy offers will not be considered except as required by law.

Any response to this solicitation is a formal waiver of any claims of confidentiality regardless of what may be stated, printed, or implied in the submission and/or attachments submitted. All information is made a Public Record after an award is made.

The only official position of Metro is found within this solicitation document including answers provided in response to questions raised. The online discussion tool within iSupplier is the appropriate tool for all questions or communications concerning this solicitation.

As indicated in the Inquiries Section below, all questions that are specific to the solicitation shall be submitted via iSupplier Online Discussion on or before 2:00 P.M. (CST) on **JULY 25, 2017**. Questions will be answered formally via Amendment to the solicitation soon after the deadline for submitting questions.

You may contact Kevin Edwards at (615) 862-6632 or kevin.edwards@nashville.gov with questions regarding iSupplier or you may email iSupplier@nashville.gov. All offerors are encouraged to sign in to the iSupplier system as soon as possible to view the solicitation and ensure all login information is correct.

Finally, please have your offer loaded in the iSupplier system well in advance of the deadline for submission of offers to avoid any last minute functionality issues. While Metro makes every attempt to assist suppliers with entering their offers, there is not sufficient time to trouble shoot functionality issues within one hour of the deadline for submission of offers.

Solicitation Objective

The objective of this solicitation is to enter into a Metro contract.

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PROJECT SUMMARY

The Nashville Area Metropolitan Planning Organization (MPO) is seeking proposals from firms and/or individuals capable of providing community and regional planning services to conduct the *South Corridor Transit Alternatives Analysis*.

The Nashville Area MPO is 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 *South Corridor Transit Alternatives Analysis* is intended to provide the transit agencies, community leadership, and stakeholders within the MPO area a series of short-, mid-, and long-term recommendations to implement the vision for rapid transit between Nashville and communities along the south corridor into Maury County, as defined by the MPO's 2040 Regional Transportation Plan and the nMotion Strategic Plan developed by the Regional Transportation Authority of Middle Tennessee (RTA) and the Nashville Metropolitan Transit Authority (MTA).

Interim and final study deliverables will be used to 1) advance recommendations from the recently adopted RTA/MTA nMotion strategic plan, 2) inform MPO regional plans and funding programs, 3) help local and regional transit providers to determine capital needs and the addition of new transit service or service improvements within and along the corridor, 4) recommend a locally preferred alternative (LPA) for transit services in the south corridor, 4) help local communities identify necessary revisions to their local comprehensive plans, zoning regulations, urban design standards, 5) assist TDOT identify future investments in the SR-6 and I-65 corridors, and 6) help economic and community development officials site new growth and development along the corridor.

The study will be the first detailed evaluation of major transit investments in the south corridor, but the 4th of its kind in the MPO area since 2007. Previous studies have included the Southeast Corridor Transit Alternative Analysis (2007), the Northeast Corridor Mobility Study (2009), the Broadway-West End Transit Alternatives Analysis (2011), and the Northwest Corridor Transit Feasibility Study (2017). Information about those efforts are available on the MPO's website through the link provided below. While there may be similarities among the studies, the Proposer must not assume that the MPO is looking to fully replicate the approach and/or final deliverables from past efforts.

http://nashvillempo.org/regional_plan/transit/planning_efforts/
<http://nMotion2015.com>

1.0 PROJECT BACKGROUND

By 2040, more than 2.6 million people will live in the seven-county MPO region. While Davidson County will remain the major employment and population center, the majority of growth occurring in the region will be in outlying counties, with Williamson County's population expected to grow 191 percent, from 184,035 to 536,434 people. Maury County is anticipated to grow to over 100,000 people by that time as well. As these counties continue to grow, expanded and diverse transportation options, increased connectivity, and improved coordination between local and regional transportation providers is imperative for maintaining the quality of life of those living in the region.

Jobs and activity centers are increasingly choosing to locate outside of Davidson County. While Davidson County has been the most significant draw of work trips from the region, reverse commuting and suburban to suburban commuting is becoming increasingly common as major employment centers emerge in the adjacent counties. The most notable being the Brentwood/Franklin Cool Springs area in Williamson County. However, it's important to know that only about 20 percent of all trips made by Middle Tennesseans are between home and work locations, and access to recreation, shopping, and other activities represent a significant portion of trips made by individuals. Employment and activity centers including Cool Springs Galleria, the GM Spring Hill Plant, One Hundred Oaks Mall, Radnor Intermodal Rail Terminal, and Radnor Lake State Natural Area all prominent destinations in the region, whether it be for employment or leisure.

The Nashville Area MPO and local elected officials first developed and adopted the long range vision for transit in Middle Tennessee in 2010, and carried forward as part of the MPO's 2040 Regional Transportation Plan (RTP), Middle Tennessee Connected. The transit vision is a necessary part of the region's preparation for the increasing competitive global economy, and proactively addresses the growing concerns about increased traffic congestion. The transit vision seeks to communicate the region's intent for developing mass transit, but more difficult work is needed in order to make the vision a reality including the completion of detailed studies to identify projects and costs, identification of local dedicated revenue to leverage state and federal grants to build and operate new services.

Additionally, the MPO's 2040 RTP identified multi-modal capacity upgrades along the south corridor as one of nine major transportation corridor priorities. The south corridor stretches 15 plus miles between Nashville and Franklin, TN and another 20 miles to Columbia. Currently served by express bus service during peak commuting periods, the corridor is a top candidate for more significant transit investment over the next decade. The Franklin Transit Authority operates fixed route service in Franklin and the Cool Springs Area. The South Central Tennessee Development District operates the Mule Town Trolley fixed route trolley service for Maury County and surrounding areas. Yet to continue to grow and prosper, and be a destination for employers and residences, the region will need transit.

The Tennessee Department of Transportation recently kicked off the I-65 Corridor Study which aims to identify multimodal solutions for identified deficiencies along Interstate 65. The I-65 Multimodal Corridor Study is an 18-month study covering a distance of 120.16 miles, from the Alabama state line to the Kentucky state line. The South Corridor Transit Alternatives Analysis will complement the I-65 Corridor Study and serves as the transit component of the effort for Davidson, Williamson, and Maury counties.

Nashville MTA and RTA's recently adopted strategic planning effort, nMotion, a 25-year comprehensive plan designed to meet the Nashville area's vision for transit developed recommendations for transit improvements

throughout the region, including the south corridor. While this effort identifies Freeway BRT and local transit service in the study area, the Proposer must conduct a thorough analysis of all transit investment alternatives.

Major Objectives

- Extend the community engagement work of the RTA/MTA nMotion strategic planning process to further define the transit needs along the region's south corridor.
- Evaluate the cost/benefits of each transit investment alternative.
- Identify and recommend a locally preferred alternative for transit service
- Assess the potential impacts of transit investments on economic development outcomes.
- Identify opportunities for Transit Oriented Development (TOD) and transit supportive development.
- Incorporate community feedback into the cost-effectiveness analysis in order to recommend short-, mid-, and long-term capital and operating improvements.
- Evaluate land use policies/ regulations for consistency with transit recommendations.
- 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 federal 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.

2.0 CONSULTANT QUALIFICATIONS

The successful completion of the *South Corridor Transit Alternatives Analysis* will require experience and expertise in many areas related to 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:

- Transit planning and service analysis;
- Transportation planning for people and freight;
- Land use planning, zoning, and land development regulations;
- Community visioning and scenario planning;
- Economic and market analysis;
- Fiscal impact analysis;
- Land use modeling;
- Travel demand modeling;
- Visualization techniques;
- Public and stakeholder outreach and involvement; and
- Media relations.

The Proposer 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 *South Corridor Transit Alternatives Analysis* is intended to provide the transit agencies, community leadership, and stakeholders within the MPO area a series of short-, mid-, and long-term recommendations to implement the vision for rapid transit between Nashville and communities along the south corridor into Maury County, as defined by the MPO's 2040 Regional Transportation Plan and the nMotion Strategic Plan being developed by the RTA and Nashville MTA.

Interim and final study deliverables will be used to 1) advance recommendations from the recently adopted RTA/MTA nMotion strategic plan, 2) inform MPO regional plans and funding programs, 3) help local and regional transit providers to determine capital needs and the addition of new transit service or service improvements within and along the corridor, 3) help local communities identify necessary revisions to their local comprehensive plans, zoning regulations, urban design standards, 4) assist TDOT identify future investments in the SR-6 and I-65 corridors, and 5) help economic and community development officials site new growth and development along the corridor.

The study will be the first detailed evaluation of major transit investments in the south corridor, but the 4th of its kind in the MPO area since 2007. Previous studies have included the Southeast Corridor Transit Alternative Analysis (2007), the Northeast Corridor Mobility Study (2009), the Broadway-West End Transit Alternatives Analysis (2011), and the Northwest Corridor Transit Feasibility Study (2017). Information about those efforts are available on the MPO's website through the link provided below. While there may be similarities among the studies, the Proposer must not assume that the MPO is looking to fully replicate the approach and/or final deliverables from past efforts.

http://nashvillempo.org/regional_plan/transit/planning_efforts/
<http://nMotion2015.com>

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*. In addition, the consulting team must be

prepared to coordinate with other agencies and organizations that serve as partners in the planning process, to work with MPO/RTA data and modeling tools.

Related Plans, Studies, and Activities

- TDOT I-65 Corridor Study (Ongoing)
- MPO Smart Cities Assessment (Upcoming)
- nMotion Strategic Plan (Complete)
- MTA High Capacity Corridors Study (Ongoing)
- Franklin Road Multimodal Study (Ongoing)
- Cool Springs Multimodal Transportation Study (2015)
- MPO Southwest Area Transportation & Land Use Study (2012)
- Local government general/comprehensive plans including Nashville Next
- Moving Forward: Transit Solutions for our Region (Ongoing)

Key Planning Partners & Stakeholders

- Tennessee Department of Transportation
- Regional Transportation Authority
- Nashville MTA
- Franklin Transit Authority
- Greater Nashville Regional Council
- Metro Nashville-Davidson County, City of Berry Hill
- Williamson and Maury County Governments and the Cities of Brentwood, Franklin, Thompson's Station, Spring Hill, and Columbia
- Nashville Area Chamber of Commerce
- Williamson Inc.
- Maury County Chamber Alliance
- Transit Alliance of Middle Tennessee
- Cumberland Region Tomorrow
- Nashville Civic Design Center
- ULI Nashville

Regional Modeling Software:

The MPO uses ArcGIS-based CommunityViz (Placeways) for land use modeling and Caliper's TransCAD for travel demand modeling. While the agency is open to the proposer's recommendation for land use and development scenario planning tools, the consultant will be required to use the MPO's travel demand model for estimating transportation system performance and transit ridership. The MPO has two travel demand models including a traditional 4-step model used in the development of the Regional Transportation Plan, and

a new Daysim Activity Based Model that will be used for the first time on this study. Both platforms include a transit mode choice component and an integrated freight model.

In order to reduce costs, the MPO will be responsible for running the models and will share the workload associated with coding the networks for each of the build scenarios. The Proposer must describe its plans to work with the MPO staff to carry out the modeling tasks.

3.3 PROJECT SCHEDULE

The MPO will require all work associated with this study to be completed within a 9 to 12 month timeframe. Proposers must discuss their ability to deliver the requested products within this timeframe.

3.4 STUDY AREA

The federally-designated planning area of the Nashville Area MPO 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. More information about the MPO planning area is available on the MPO website.

At a minimum the study area will include portions of Davidson, Williamson, and Maury counties, generally along the I-65 and SR-6 corridors between downtown Nashville and the City of Columbia. The boundaries of the study area will be finalized through consultation with the selected consultant and project team.

Figure 1. MPO Planning Area

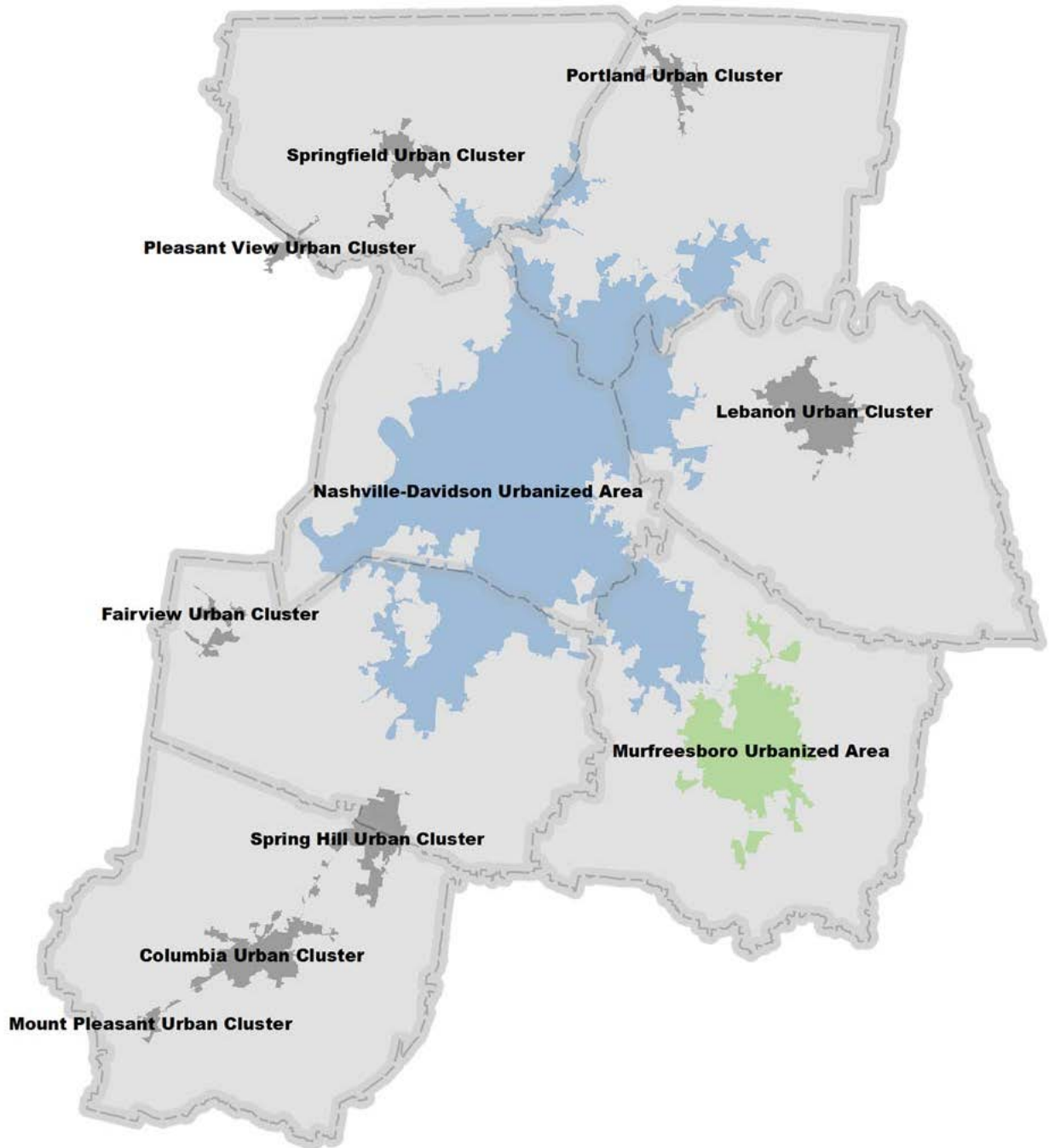


Figure 2. MPO Regional Transit Vision Schematic

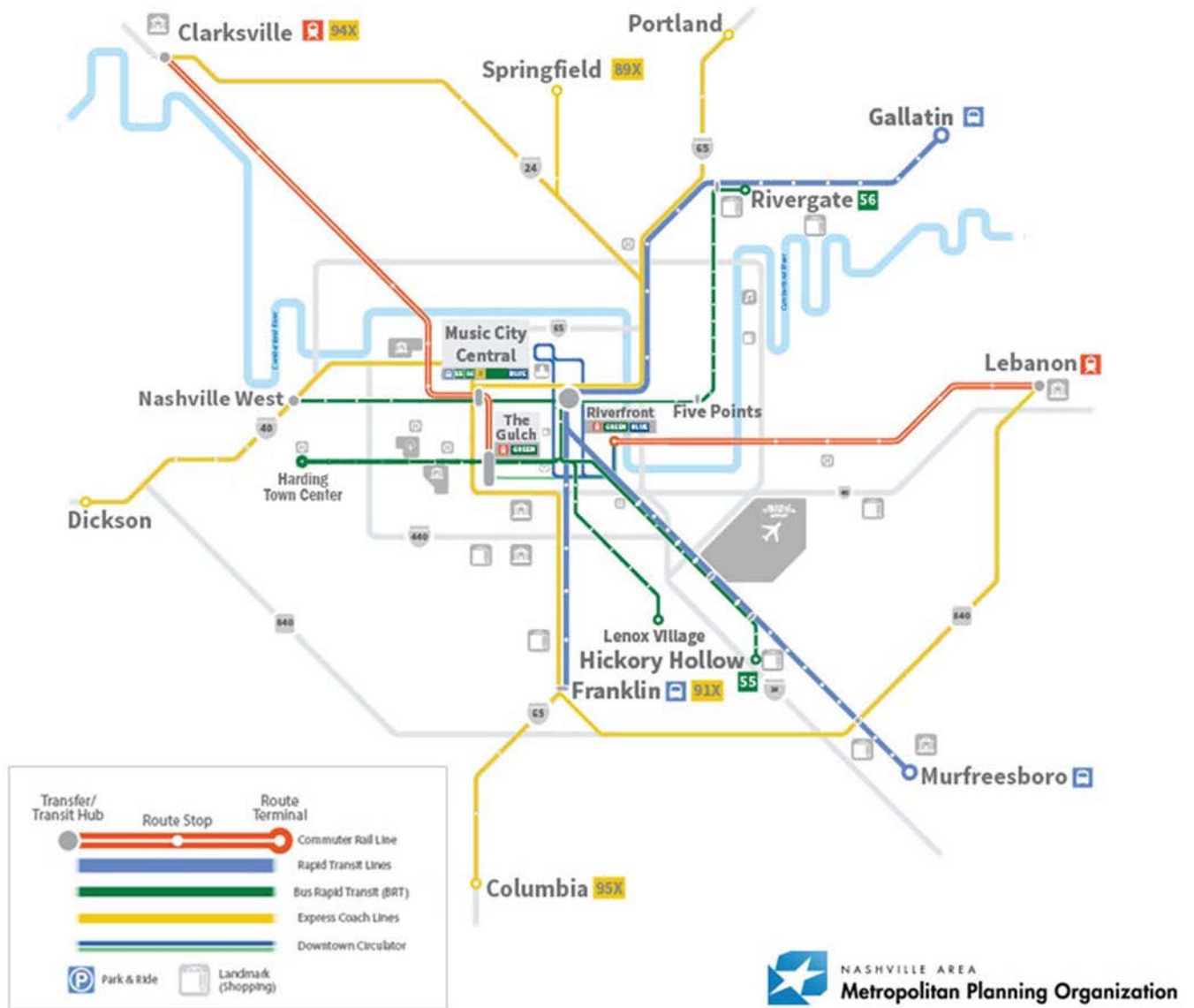
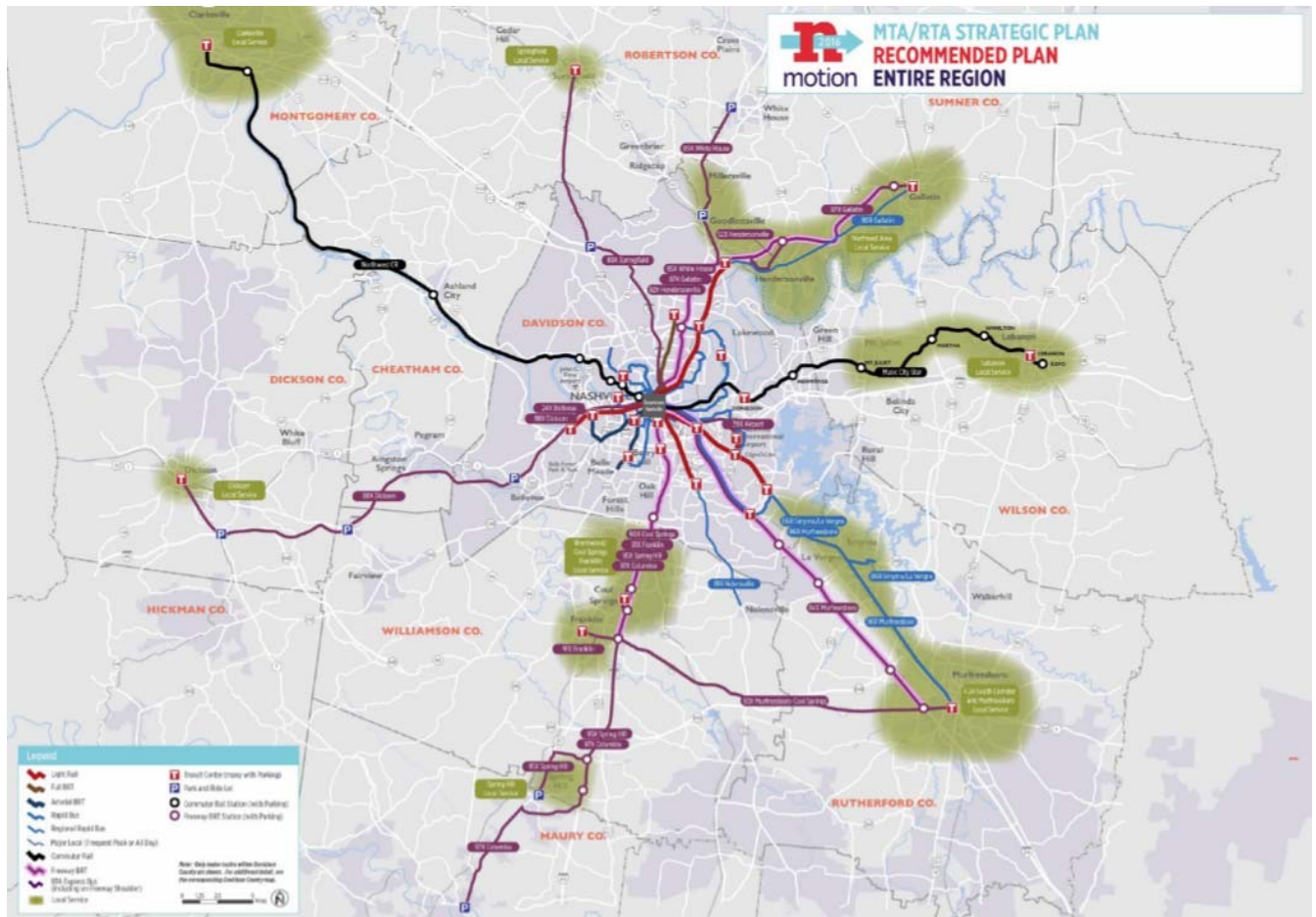


Figure 3. RTA nMotion Strategic Plan Recommendations



3.5 MAJOR TASKS

The Proposer 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 Plan

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., MPO 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: Public, Stakeholder, and Media Outreach Plan

Outreach with the public, stakeholders, and the media will be an important component of this study. The facilitation of meetings, the preparation of materials, and the documentation and organization of public and stakeholder comments will be required throughout the process. An artist or creative individual may be a resource to the project team to gather public input on the study for all or part of the study's duration following a "creative placemaking" approach. Should an artist be engaged for this work, the MPO will facilitate the process to select him/her, and compensation for facilitation included in proposed public, stakeholder, media outreach plan.

The consultant also will be expected to synthesize findings from public involvement conducted through the nMotion process and by local agencies during recent and ongoing comprehensive planning activities throughout the study area in order to minimize duplication of effort and public planning fatigue.

A project coordination committee consisting of representatives from MPO staff, transit agencies, TDOT, local planning and public works departments, county highway departments, local artists, and other relevant organizations will be established to provide guidance for the study.

The Proposer 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,
- Neighborhood associations,
- News media,
- Chambers of commerce,
- Local business leaders,
- Joint Economic and Community Development Boards,
- Resource management agencies,
- Transit/transportation providers,
- Non-profit organizations or community initiatives focused on transit or growth and development (e.g., Transit Alliance of Middle Tennessee, Moving Forward, Cumberland Region Tomorrow, Nashville Civic Design Center, etc.),
- Representatives of traditionally underserved populations.

The consultant should plan to brand the outreach in a way that is consistent with the materials and themes associated with the recently completed nMotion strategic planning process, and is strongly 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

Task 3: Analysis of Existing Conditions and Trends

Building upon the analysis prepared for the MPO's 2040 Regional Transportation Plan, the RTA and Nashville MTA nMotion Strategic Plan, and TDOT's I-65 Corridor Study the consultant shall compile base year data to describe the existing conditions for the study area, and develop forecasts of the anticipated conditions for the short-, mid-, and long-term planning horizons. The consultant shall then work with the project coordination committee to identify a set of performance measures/ measures of effectiveness to

evaluate the existing conditions and trends against a set of goals and objectives derived from local and regional plans. At a minimum, the following should be included in the analyses:

- Economic and market conditions;
- Land use and development patterns;
- Travel demand and transportation system performance;
- Environmental features and conflicts;
- Local planning practices;
- Natural resource conservation efforts;
- Public options/attitudes towards development trends/ transportation.

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 policies and plans;
- Land use/parcel information;
- Transportation system and networks;
- Information about other public infrastructure systems;
- Natural resources and environmental features;
- Socio-cultural assets and resources;
- Population and employment estimates and forecasts.
- Public polling/ survey results.

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

Deliverable #3: Technical Memo on the Analysis of Existing Conditions and Trends

Task 4: Community Visioning and Initial Screening of Transit Alternatives

Using the analysis and materials generated in *Task 3. Analysis of Existing Conditions and Trends*, the consultant will work with the project coordinating team to engage the public and interested stakeholders along the corridor in a series of workshops, charrettes, presentations, and media events to educate the community on the goals of the study and to solicit feedback from the community which will be important to focusing the remainder of the study. The consultant will identify the universe of transit alternatives at a conceptual level, including a no build alternative, and consider multiple alignments within the south corridor. The consultant will also be required to develop visualizations, including but not limited to renderings and simulations, of transit development options.

Specifically, this task is intended to engage the public in the following areas:

- Community values and growth plans,
- Land use and economic development trends,
- Infrastructure needs and existing plans,
- Public transit's role in meeting community objectives,
- Universe of transit alternatives that could be implemented to achieve objectives.

An artist or creative individual may be a resource to the project team to gather public input on the study for all or part of the study's duration following a "creative placemaking" approach. This work could include community visioning, developing goals and/or actions for the future project, or helping design aspects of

the future project. While public engagement is required for the study, it is preferred that an artist or creative individual assists to inspire, facilitate and document feedback from community members on the study and future project through creative processes.

The consultant will be required to compile this feedback into a vision document which should contain:

- A framework for desired growth and development outcomes;
- Goals and objectives that promote the advancement the shared vision for growth and development and infrastructure performance;
- Performance measures to be used in evaluating the effectiveness of alternative transit investments in meeting those goals and objectives; and
- An initial screening of the universe of transit alternatives/ options to yield a short list of options for further testing and evaluation in Task 5.

Deliverable #4: Technical Memo documenting the Community Vision and Initial Screening of Alternatives

Task 5: Evaluate Transit Investment Alternatives

The consultant shall work with the project coordination committee to finalize three major investment scenarios. The scenarios will be chosen from the universe of alternatives developed as part of the

community engagement in Task 4 and include some combination of the following list of potential mode/technologies, alignments, and station areas.

Potential Mode Technologies

- Enhanced Bus/ Bus on Shoulder
- Dedicated Lane Bus Rapid Transit
- Light Rail
- Commuter Rail

Potential Alignments

- Interstate 65
- US 31/ SR-6
- CSX Rail Corridor

Potential Station Areas

- Nashville CBD
- Nashville Gulch
- Wedgewood-Houston neighborhood
- City of Berry Hill
- One Hundred Oaks
- City of Oak Hill
- City of Brentwood
- Cool Springs
- City of Franklin
- Thompson's Station
- City of Spring Hill
- City of Columbia

The detailed analysis of each alternative should be conducted to specifications required by the Federal Transit Administration's New Starts program in order to ensure that resulting projects are eligible for the competitive grant program.

At a minimum, the evaluation should include and assessment of the following:

- Transit ridership forecasts and characteristics,
- Impact on general mobility along the corridor,
- Potential environmental impact,
- Social equity,
- Effect on local economic conditions,
- Impact on land development trends,
- Impact on freight movement,
- Accessibility by existing residents and commuters,
- Accommodation of population growth,
- Capital and operating costs,
- Eligibility for federal funding,
- Community support,
- Consistency with local, regional, and state plans, and
- Ease of implementation.

Deliverable #5: Technical Memo on the Analysis of Transit Alternatives

Task 6: Select and Optimize Preferred Alternative

Following the evaluation of alternatives, the consultant will work with the project team to seek further feedback from the community and stakeholder groups in order to determine a preferred alternative suitable for project development. Once defined, the consultant will be required to optimize the alternative prior to developing an implementation plan. At minimum, the consultant will be expected to make further suggestions to:

- Improve the alignment and customize the operations plan to maximize ridership potential and reduce costs,
- Improve first and last-mile connectivity,
- Minimize environmental or socio-economic impacts,
- Maximize opportunities to stimulate economic development and/or provide opportunities for affordable and workforce housing near stations.
- Incorporate technology strategies and transportation demand management (TDM) to maximize ridership potential
- Incorporate community characteristics and creative placemaking strategies

Once the preferred alternative is finalized by the project team, the consultant will develop final promotional materials and rendering to be used in subsequent public meetings, local and regional plan updates, and grant applications.

Deliverable #6: Technical Memo on the Preferred Transit Investment

Deliverable #7: Promotional Material and Renderings of Preferred Alternative

Task 7: Develop Implementation and Project Development Recommendations

The consultant will be required to work with the project team to develop an implementation plan aimed at moving the project through the project development process. At a minimum, the plan must address the following and be authored in a way that ensures flexibility in implementation given the ever-changing landscape of funding, politics, economic activity, and community concern:

- Project development process and timelines,
- Strategies for continued public engagement,
- Funding and financing options,
- Potential role of a public private partnership in project development,
- Station area development guidelines,
- Local transit circulation enhancements,
- Review of existing transit agency's capacity to deliver the project or provide adjacent transit services.

Deliverable #8: Technical Memo on Implementation

Task 8: Final Report & Executive Summary

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 technical memorandums 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 hard copy format, as appropriate, and all native files shall be submitted.

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. The final report should be conducted to specifications required by the Federal Transit Administration's New Starts program in order to ensure that resulting projects are eligible for the competitive grant program.

Deliverable #9: Up to 1000 full-size tri-fold brochures summarizing the study findings and recommendations

Deliverable #10: 15 hard copies of a stand-alone executive summary document

Deliverable #11: 15 hard copies of the final report and appendices

4.0 MANAGEMENT/OWNERSHIP

This study will be conducted under contract with the Metropolitan Planning Commission of Nashville-Davidson County (MPC) on behalf of the Nashville Area Metropolitan Planning Organization (MPO).

Approval of products shall be the purview of the MPO Executive Director and Executive 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 MPO, 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

Fifteen (15) 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.

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 agree to all terms and conditions in this RFP, and specifically include the following certifications:

- No member or employee of the Metropolitan Planning Commission (the MPC), no member or employee of the Metropolitan Planning Organization (the MPO), and no member of the governing body or staff of any MPO 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 Metropolitan Government of Nashville and Davidson County or the Metropolitan Planning Organization.

2. Technical Proposal

A. Project Understanding

The Offeror must demonstrate a comprehensive understanding of the MPO's regional plans and programs, local planning issues and challenges, and the specific objectives of the requested study.

B. Proposed Study 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 Scope of Work / Study Approach.**

C. Outline of the Time Schedule

The proposal must contain a detailed schedule for each major task and requested deliverable identified in Section 3.0.

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.

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.

5. References

Provide a minimum of five (5) references, complete with address and telephone number, of the governmental entities for which the contractor has performed similar work.

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.

7. Procurement Nondiscrimination Program (PNP) Requirements

The following is a requirement for responsiveness in this RFP.

The consideration and contact of minority-owned and/or woman-owned business enterprises (MWBE) with a significant presence in the Nashville MSA, is required for a responsive offer. Offerors must complete and attach to their response the Statements of Interested, Notified, and Successful Subcontractors Form indicating that written notice has been delivered to at least three (3) MWBEs in an appropriate field of work. Offerors should attach the written responses from the three (3) MWBEs. MWBE firms included in offers must be registered with Metro and certification received by BAO prior to the solicitation

closing date. **Failure to comply with PNP requirements may result in the offer being deemed nonresponsive.**

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

For PNP information and forms, go to <http://www.nashville.gov/Finance/Procurement/Minority-and-Women-Business-Assistance/SMWBE-Lists-and-Forms.aspx>.

Attach the PNP Form and outreach documentation to your response as one PDF document named "PNP Documentation".

- I/We have made efforts to include MWBE's, certified by certifying entities recognized by the Metropolitan Government, in the procurement process and to ensure that businesses are not discriminated against on the basis of race, ethnicity or gender. **Failure to select "Yes" may result in your response being deemed nonresponsive.**
- I/We have delivered written notice to three available MWBEs certified by certifying entities recognized by the Metropolitan Government for each potential subcontracting or supply category in the Contract AND all potential subcontractors or vendors which requested information on the Contract. **Failure to select "Yes" may result in your response being deemed nonresponsive.**
- 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. **Failure to select "Yes" may result in your response being deemed nonresponsive.**

Additionally, we have 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 provided a written explanation for rejection of any potential subcontractor or vendor to the BAO, included the name of the firm proposed to be awarded the subcontract or supply agreement, where price competitiveness is not the reason for rejection.
- 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 for the Metropolitan Government contract under consideration.

- 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.
- I/We have taken steps to ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the obligation to maintain a nondiscriminatory work environment, free of harassment, intimidation, and coercion at all construction sites, offices and other facilities to which employees are assigned to work.

8. Assistance to Small Business as Subcontractors and Suppliers

Committed levels of small business participation will be evaluated and granted points as a component of Step Two.

A. Incentive for Small Business Participation

The Metro Procurement Code (§ 4.44) and Regulations (§§ R4.44.020.04) provide options for the Purchasing Agent to maximize the participation and performance of Metro approved SBE/SDV businesses.

If the Offeror is a SBE/SDV business, Metro considers the work the SBE/SDV firm commits to self-perform. If the work is subcontracted or otherwise procured, only the work performed by a Metro approved SBE/SDV subcontractor or supplier may be considered for the purposes of award incentive. All SBE/SDV businesses included in offers must be registered online with Metro and approved by the BAO prior to the solicitation closing date.

B. Assistance in Locating Small Businesses

Assistance is provided to offerors who are SBE/SDV, or who need assistance in locating potential SBE/SDV subcontractors or suppliers. For assistance, offerors are encouraged to contact the BAO by email at BAO@Nashville.gov or call the BAO at (615) 880-2814. For more information and the forms go to the following website: <http://www.nashville.gov/Finance/Procurement/Minority-and-Women-Business-Assistance/SMWBE-Lists-and-Forms.aspx>.

C. Definition of Small Business

A “small business” means a United States business which is independently owned and operated and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field. In addition, in order to qualify as a small business for purposes of this RFP, a business must meet the standards set forth in Metro’s Small Business Standards included as an Attachment to this RFP.

D. Documentation Requirements

Offeror must complete the List of Proposed Small Businesses Exhibit to this RFP and submit the Exhibit with the Proposal to make a commitment to use subcontractors that claim small business status. Changes to the list of proposed small businesses must be submitted in writing and approved in advance by Metro. Offeror must confirm that any small businesses to be included in its proposal meet the small business standards set forth by Metro. Offeror shall likewise notify its proposed small

businesses that Metro requires 1) that the subcontractor be registered to do business with Metro, and 2) have been approved as a small business through the submission to Metro of documentation to confirm small business status including a copy of their two most recently submitted business tax returns as well as IRS form 941-Employer's Quarterly federal tax return. This information will be reviewed by Metro and used to confirm the small business status. Small business status must be approved by Metro prior to proposal submission. ***While Metro commits to having documents reviewed and status granted as quickly as possible after the receipt of the necessary documentation, documents should be submitted no later than four days before the bid/proposal is due to allow time for status to be granted.***

E. Progress Payments to the Contractor

As a condition of progress payments to the Contractor, Metro will require that Contractor submit evidence of participation of and Contractor's payment to all small businesses participating in any resultant Contract. This evidence shall be submitted with each invoice and shall include copies of subcontracts, subcontractors' applications for payment, subcontractors' certified payrolls, and proof of payment to small business subcontractors; and purchase orders, Invoices, and proof of payment to small business suppliers.

F. Metro Remedies for Misrepresentation

If, during the course of the Contract, Contractor fails to maintain the level of small business participation committed to in the Contractor's Proposal, or if any material representation made in Contractor's proposal concerning the small business status of any Subcontractor or Contractor's involvement in the ownership, operation or management of any subcontractor claiming status as a small business is shown to be false. Metro may, at its sole option and in addition to any other remedies available under the Contract, at law or in equity, terminate the Contract. Further, in the event that Metro terminates the contract, the Contractor shall pay Metro's full procurement costs, including, without limitation, any cost associated with procurement delays. Metro will institute debarment proceedings against any Offeror that misrepresents in a proposal any material fact concerning the small business status of itself or any subcontractor or Offeror's involvement in the ownership, operation, or management of any subcontractor claiming status as a small business. In addition, Metro may, at its sole discretion, assess a charge representing the cost of all audit and legal time and expense incurred by Metro as a result of the Contractor's failure to maintain the level of small business participation committed to in the Contractor's proposal.

9. Information Security Agreement

Metro is committed to the responsible use of the information entrusted to it and to protecting the confidentiality, integrity and availability of that information. However, information security is not an absolute and Metro cannot absolutely guarantee the security of the information that it handles. Metro aspires to fully protect citizen information through the use of multiple information security controls, including technical, administrative and physical controls.

Metro requires that any external party, vendor, etc., exercises the same or greater level of due diligence with regards to the protection of Metro information, information technology assets and information

processing facilities that are accessed, processed, communicated to, or managed by external parties or where external parties add products or services.

Complete the ISA Questionnaire and attach it with your quote. Using the attached ISA Matrix, determine the applicable ISA Terms and Conditions based on your company's completed ISA Questionnaire.

Failure to attach your completed ISA Questionnaire may result in your offer being deemed non-responsive.

Please acknowledge if your company accepts the ISA Terms and Conditions.

For an ITB, failure to accept the applicable ISA Terms and Conditions may result in your offer being deemed non-responsive.

For an RFP or RFQ, offeror must indicate acceptance of the applicable ISA Terms and Conditions. If any exceptions are taken, attach a PDF file to your quote identifying the exceptions and label it as ISA Terms and Conditions Exceptions.

Please note that if exceptions are not stated at this time, they will not be granted after the contract is awarded. Exceptions taken after the award will result in the withdrawal of the intent to award and offeror's firm suspended from upcoming solicitations.

10. 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 by **JULY 25, 2017** using the online discussions feature of the iSupplier system. Questions will be answered formally via Amendment to the solicitation soon after the deadline for submitting questions.

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

Requests for clarification should be directed to the person(s) whose name appears on the title page. Questions should be submitted in writing by the published deadline. 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 Metro will be the one stated in writing by Division of Procurement staff.

5.4 ACCURATE INFORMATION

MPO staff may verify all information submitted as part of a Proposal.

Failure to provide complete and accurate information in an offer to this solicitation may result in your proposal being deemed nonresponsive. Metro 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

Metro reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of Metro. 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 the MPC on behalf of the MPO may issue a written amendment to the RFP. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

Metro urges all prospective offerors to attend planned pre-offer meetings.

5.8 EXCEPTIONS

Any desired exceptions to the Scope of Services or terms and conditions 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

quote identifying the exceptions and labels as Contract Exceptions. An Offeror's preprinted terms and conditions WILL NOT be considered as exceptions.

If no exceptions to the contract are stated, they will not be granted after the contract is awarded. Exceptions taken after the award will 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 Metro's assessment of the exceptions. Contract exceptions may result in the rejection of the proposal as non-responsive; if, in the sole evaluation of Metro, 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 amended in writing by the MPC on behalf of the MPO. 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 using the online discussion feature of iSupplier. 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 to the MPC 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 Metro in any manner.

5.15 PROPOSAL AND PRESENTATION COSTS

Metro 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

Metro 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 Small and/or Service-Disabled Veteran (SBE/SDV) owned and Minority and/or Woman (MWBE) owned subcontractors/subconsultants and/or suppliers who will

perform a portion of this project. The file should be attached to your response in Excel format and named "Subcontractor/Subconsultant Form".

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 Metro. Any changes in key personnel without Metro 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 Metro issues a Notice to Proceed or Purchase Order. Any unauthorized work shall be deemed non-compensable and the offeror will have no recourse against Metro.

6.0 EVALUATION OF PROPOSALS

6.1 GENERAL

The proposals will be evaluated by a panel including, but not limited to, representatives of the MPO and its partner agencies.

All submitted proposals should include the following on every page as a header and/or footer

- RFP Number
- RFP Title
- Proposer Name
- Evaluation Criteria Section Title
- Page Numbers

Each PDF document should be named the Evaluation Criteria Section Title

Award shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the MPC on behalf of the MPO, taking into consideration the evaluation factors set forth below.

6.2 CRITERIA FOR PROPOSAL EVALUATION

Professional firms shall be evaluated on the following criteria. The maximum score is 100.

WEIGHT	CRITERION	STANDARD
30 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?
25 points	Assigned Personnel	<p>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.</p> <p>The consulting firm or team selected must have demonstrated experience in at least the following areas:</p> <ul style="list-style-type: none"> ○ Transportation/Planning Studies ○ Visualization Techniques for Complex Situations ○ Successful Public Participation ○ Transit Planning & Operations ○ Transit Oriented Design ○ Transportation Systems and Operations ○ Land Use - Transportation Connection ○ Transit Relationship with Other Modes
20 points	Cost	<p>The offeror's unique approach to this study may require experience and expertise in areas not identified above, which should be expanded on in further detail as part of this evaluation criteria section.</p> <p>What is the cost for collection and reporting of all data items? What is the total project cost?</p> <p>Complete the attached Cost by Task document in its entirety and attach it to your proposal response. All yellow highlighted fields should be completed in order to be considered in the evaluation to award.</p>
15 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 Small and Disadvantaged Business (SDB) Does the response indicate Disadvantaged Business participation? SDB Participation? The higher the level of participation the more points possible in this category.

6.3 PERSONAL INTERVIEWS

Based upon the evaluation of the written proposals, the MPO 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 MPO 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 MPO staff will provide the MPO Technical Coordinating Committee and Executive Board with a recommendation from a ranked list of competing Proposers. 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 Executive Board. The Metropolitan Planning Commission must concur in the MPO Executive Board's decision.

6.6 CONTRACT NEGOTIATION

Based on the information submitted and internal budgetary considerations, the MPO may request adjustment of the submitted Scope of Work, if required. If negotiations cannot produce a contract, the Executive 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 MPC on behalf of the MPO, 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 with the MPC, on behalf of the MPO, 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 the MPO upon delivery and are to be appended to any formal documentation, which would further define or expand the contractual relationship between the MPC, on behalf of the MPO, and the Offeror.

7.0 CONTRACT TERMS AND CONDITIONS

7.1 GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **Enter Legal Name** ("CONTRACTOR") located at **Enter Address, City, ST ZIP**. This Contract consists of the following documents:

- ***Any properly executed contract amendment (most recent with first priority),***
- ***This document, including exhibits,***
- ***The solicitation documentation for RFP#953599 and affidavit(s) (all made a part of this contract by reference),***
- ***Purchase Orders (and PO Changes),***
- ***CONTRACTOR's response to the solicitation,***
- ***Procurement Nondiscrimination Program forms (incorporated by reference).***

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

This contract is transferable. At the request of the MPO, with concurrence of the MPC, METRO shall transfer this contract to the agency designated by the Executive Board of the MPO. The CONTRACTOR will continue work for this project under a new contract established with the designated agency.

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

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide the goods and/or services as briefly described below and more fully defined in the solicitation.

To conduct a transit feasibility study along the I-65 corridor, from downtown Nashville to south of the Cools Springs area, in conjunction with the Tennessee Dept. of Transportation's on-going multimodal study along the entire length I-65 in Tennessee.

This contract will not require the services of an engineer or an architect.

2.2. Delivery and/or Installation.

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

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

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

on the purchase order.

3. CONTRACT TERM

Terms and Conditions are defined by both METRO Procurement and the Tennessee Department of Transportation (TDOT) and are as follows.

3.1. Contract Term

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end at Project Completion or when METRO ceases to use any Products and/or Services purchased, licensed, leased, rented, or otherwise acquired from CONTRACTOR. Those terms which by their nature are intended to survive the expiration of this Contract shall so survive.

This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

4. COMPENSATION

4.1. Contract Value

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

4.2. Other Fees

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

4.3. Payment Methodology

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

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

contingent upon the satisfactory provision of the products and/or services as determined by METRO.

4.4. Escalation/De-escalation

This Contract is not eligible for annual escalation/de-escalation adjustments.

4.5. Electronic Payment

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

4.6. Invoicing Requirements

CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately delivered/performed products and/or services, whichever is less frequent. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or services have been delivered/performed.

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

4.7. Subcontractor/Subconsultant Payments

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

5. TERMINATION

5.1. Breach

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

5.2. Lack of Funding

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract

immediately upon written notice to CONTRACTOR.

5.3. 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 METRO be liable to CONTRACTOR for any service which has not been rendered. The final decision as to the amount, for which the MPO is liable, shall be determined by METRO. In the event of disagreement, CONTRACTOR may file a claim with METRO in order to seek redress.

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

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

6.2. Nondiscrimination Requirement

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

6.3. Procurement Nondiscrimination Program Requirement

The consideration and contact of minority-owned and/or woman-owned business enterprises is required for a responsive offer to most solicitations. The provision of the Procurement Nondiscrimination Program documents shall be part of each applicable solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the Procurement Nondiscrimination Program, if applicable, in the execution of this Contract.

6.4. Covenant of Nondiscrimination

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

6.5. Americans with Disabilities Act (ADA)

Contractor shall ensure Metro that all services provided through this resulting contract shall be completed in full compliance with the 2010 Americans with Disabilities Act ("ADA") enacted by law on March 15,

2012 and adopted by Metro. Contractor will ensure that participants at public meetings with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

7. INSURANCE

7.1. Proof of Insurance

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: Metropolitan Government of Nashville and Davidson County, its officials, 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: Purchasing Agent, Metropolitan Government of Nashville and Davidson County, Metro Courthouse, Nashville, TN 37201.

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.)

7.2. Such insurance shall:

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

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

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

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as

required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

7.3. Other Insurance Requirements

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

**DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300**

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

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

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

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

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

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

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

8. GENERAL TERMS AND CONDITIONS

8.1. Taxes

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

provided to METRO.

8.2. Warranty

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

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

8.3. Software License

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

8.4. Confidentiality

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

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

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

Upon the request of METRO, CONTRACTOR shall return all information in whatever form. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not

limited to emergency and ex parte relief where available.

8.5. Information Ownership

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

8.6. Information Security Breach Notification

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

8.7. 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 FHWA "PL" 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 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."

8.8. Virus Representation and Warranty

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating,

deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

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

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

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

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

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

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

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

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

The Tennessee Department of Transportation may copyright any books, publications, or other copyrightable materials developed in the course of this federally funded project. The FHWA and FTA

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.

8.10. Maintenance of Records

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

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

8.11. Monitoring

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

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

8.12. METRO Property

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall

CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer .

8.13. Modification of Contract

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

8.14. Partnership/Joint Venture

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

8.15. Waiver

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

8.16. Employment

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

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract. Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

8.17. Compliance with Laws

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

8.18. Iran Divestment Act

By submission of this offer and in response to the solicitation, offeror(s) and each person signing on behalf of offeror(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the offeror(s), nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list

created pursuant to the Tennessee Code Annotated § 12-12-106 (Iran Divestment Act). Referenced website:

[https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to Tenn. Code Ann. 12-12-106, Iran Divestment Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf)

And Further Affiant Sayeth Not:

Name of Company Officer:

Title:

The provision of false information is a material breach.

If the principal officer cannot so attest, the offer will be determined non-responsive.

8.19. Taxes and Licensure

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

8.20. Ethical Standards

CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons to solicit or secure a METRO 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. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

8.21. Indemnification and Hold Harmless

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

A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.

B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.

D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims

arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.

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

8.22. Suspension and Debarment

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).

8.23. Conflicts of Interest

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 METRO in connection with any work contemplated or performed relative to this Contract.

8.24. Attorney Fees

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

8.25. Assignment--Consent Required

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

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

**METRO'S CHIEF ACCOUNTANT
DIVISION OF ACCOUNTS
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

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

METRO has the discretion to approve or deny a Funds Assignment Request.

8.26. Entire Contract

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

8.27. Force Majeure

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

8.28. Governing Law

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

8.29. Venue

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

8.30. Severability

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

8.31. Lobbying

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 MPO, to any person for influencing or attempting to influence an officer or employee of any agency, 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, and entering into 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. 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.

8.32. Environmental 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.

8.33. Public Accountability

If CONTRACTOR is subject to Tennessee Code Annotated, Title 8, Chapter 4, Part 4 or if this agreement involves the provision of services to citizens by CONTRACTOR on behalf of the Tennessee Department of Transportation, CONTRACTOR agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and CONTRACTOR shall display in a prominent place, located near the passageway through which the public enters in order to receive these supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating: NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

ATTACHMENTS

1. COST PROPOSAL FORM
2. AFFIDAVITS
3. PROCUREMENT NONDISCRIMINATION PROGRAM FORMS & SUBMISSION PROCEDURES

Attachment 1: Cost Proposal Form

RFQ#953599 - South Corridor Transit Alternatives Analysis

Cost Proposal Form

Summary of Costs per Task***

Task Description	Cost
Task 1. Project Management Plan and Consultant Coordination Plan	\$ -
Task 2. Public, Stakeholder, and Media Outreach Plan	\$ -
Task 3. Analysis of Existing Conditions and Trends	\$ -
Task 4. Community Visioning and Initial Screening of Transit Alternatives	\$ -
Task 5. Evaluate Transit Investment Alternatives	\$ -
Task 6. Select and Optimize Preferred Alternative	\$ -
Task 7. Develop Implementation and Project Development Recommendations	\$ -
Task 8. Final Report and Executive Summary	\$ -
Other Direct Costs	\$ -
Total of all Tasks and Other Direct Costs	\$ -

Costs for Other Activities, if Any (Optional) Provide a Description for Each Activity Listed Below	Cost

Small (SBE) and/or Service Disabled Veteran-owned (SDV) Business Participation	
<p>Complete the Small (SBE) and/or Service Disabled Veteran-owned (SDV) Business participation table down below if proposing any SBE/SDV participation. The dollar values and percentage amounts should be representative of the Total of all Tasks and Other Direct Costs. Leaving this table blank will be assumed as no SBE/SDV participation is to be included on this contract.</p> <p>An example would be if your company is an approved SBE with Metro and your company is self performing all of the work. The SBE/SDV Amount Self Performed would be equal to your Total of all Tasks and Other Direct Costs and your SBE/SDV Percentage Self Performed would be 100%.</p>	
SBE/SDV Amount not Self Performed	\$ -
SBE/SDV Amount Self Performed	\$ -
Total SBE/SDV Amount	\$ -
SBE/SDV Percentage not Self Performed	0.00%
SBE/SDV Percentage Self Performed	0.00%
Total SBE/SDV Percentage	0.00%

***Please attach a detailed cost proposal including staffing costs by personnel, itemized direct costs (e.g., subcontractors, travel, supplies, etc.), fringe and overhead, and profit/fee.

Note: All Offerors will be evaluated against their Total of all Tasks and Other Direct Fees. Any task that has a \$0.00 amount listed will be assumed as no cost to Metro and will not be negotiated on the back end, if awarded a contract.