



REQUEST FOR QUALIFICATION (RFQ) 2023140
CONSULTANT SERVICES FOR MULTIMODAL
MOBILITY PLAN (3MP)

Date Issued: December 8, 2023

Proposal Due: January 16, 2024

Facilitator:
Kim Hereford
Procurement Manager
Kim.Hereford@nashville.gov
615-862-6118



REQUEST FOR QUALIFICATIONS

WeGo Public Transit
Main Office
430 Myatt Drive
Nashville, TN 37115

**PROPOSALS MUST BE
RECEIVED PRIOR TO 1:00 p.m.
January 16, 2024
PROPOSAL NUMBER
2023140**

INSTRUCTIONS:

1. SUBMIT (1) ORIGINAL and 1 USB of Entire Proposal Submission
2. RETURN THE REQUEST FOR ADDENDA TO RECEIVE ANY ADDENDA.
3. ALL PROPOSALS ARE TO BE IDENTIFIED WITH RFQ#, RFQ NAME, AND RETURNED IN A SEALED ENVELOPE OR PACKAGE.
4. DURING THE RFQ PROCESS ALL COMMUNICATION **MUST** BE DIRECTED TO THE PROCUREMENT DEPARTMENT.

The Nashville Metropolitan Transit Authority (Nashville MTA) d/b/a WeGo Public Transit (hereafter may be referred to as “Agency,” “Authority,” “Nashville MTA,” “MTA,” or “WeGo”) is partnering with the Nashville Department of Transportation (NDOT), the Metro Nashville Planning Department (Metro Planning), and Regional Transportation Authority of Middle Tennessee (RTA) referred to as “Partners” to solicit proposals from firms qualified to provide consultant services to develop the Multimodal Mobility Plan. Please see Section IV for detailed scope requirements.

Proposers are advised that the procurement resulting from this solicitation may be funded with funds received from the Federal Transit Administration and the State of Tennessee. Proposers are to carefully review Exhibits A and B of the Contract Terms and Conditions in Section VI, as all terms and conditions expressed in those Exhibits will apply to this procurement and resulting contracts.

SECTION I	Introduction
SECTION II	Instructions to Proposers
SECTION III	Disadvantaged Business Enterprise Program
SECTION IV	Scope of Work, Evaluation Criteria, Proposal Submission Requirements, Required Forms
SECTION V	Contract Documents, General Terms and Conditions, Standard Clauses
SECTION VI	Contract Terms and Conditions (Proposed), Exhibit A – Federal Transit Administration Clauses Exhibit B - State of Tennessee Clauses

SUBMISSION DEADLINE

Proposals will be accepted at the Agency’s office located at 430 Myatt Drive, Nashville, TN 37115 until **1:00 p.m., January 16, 2023**. Proposals received after this date and time will not be accepted. Proposals are not opened with regular mail.

QUESTIONS/CLARIFICATION DEADLINE

All questions, requests for clarification, and other inquiries related to this RFQ must be received by Kim Hereford Procurement Administrator, no later than 3:00 p.m. **Monday, December 18, 2023**, via e-mail at **kim.hereford@nashville.gov**.

PRE-SUBMISSION MEETING

The Procurement Department will host a virtual pre-submission meeting via WebEx on Thursday, December 14, 2023, at 12:30 p.m. The meeting link is below.

<https://nashville.webex.com/nashville/j.php?MTID=m4c127a9591d6c8ffe17804ff59c6d034>

While attendance is not mandatory, proposers are encouraged to attend and participate. The purpose of the pre-submission meeting is to address the solicitation requirements and the procurement process.

Assistance for disabled, blind, or hearing-impaired persons who wish to attend is available with prior arrangements by contacting kim.hereford@nashville.gov.

If interpretations, specifications, or other changes to the solicitation are required as a result of the meeting, the Nashville MTA and RTA will post an addendum to the Procurement webpage at <https://www.wegotransit.com/doing-business/current-opportunities/>.

ADDENDA REQUEST

Proposers are not to contact other Nashville MTA personnel, or the Nashville MTA Board of Directors with any questions or clarification concerns in reference to this RFQ. The Procurement Department will provide all official communication concerning this RFQ.

To receive direct email communication of all Addenda, proposers must submit an email requesting on the form below to Kim.Hereford@nashville.gov by **3:00 p.m. Monday, December 18, 2023**.

The subject matter heading of the email must read RFQ 2023140 – Consultant Services for Multimodal Mobility Plan – Request to Receive Addenda. The body of the email must include the following information: Proposing Firm Name, Proposing Firm US Mail Address, Proposing Firm Contact Person Name, Telephone Number, and Email Address to receive all addenda and notices.

Proposers are responsible for assuring receipt of all addenda. MTA takes no responsibility for addenda transmissions that the requesting entity may not receive.

I HAVE READ AND UNDERSTOOD THIS REQUEST FOR QUALIFICATION S 2023140 and do herein request copies or notices of addenda. The information requested below must be received no later than December 18, 2023, by 3:00 p.m. via e-mail at Kim.Hereford@nashville.gov .	
Company Name	Phone Number
Address	
Point of Contact	Email:

Notice to Proposers	1
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I. INTRODUCTION

1.1 GENERAL

The mission of the Nashville Metropolitan Transit Authority (Nashville MTA) is to connect people to their lives and community by providing public transportation services to Nashville and the surrounding region to achieve greater mobility and experience a cleaner, healthier environment with less traffic congestion. Nashville MTA provides public transportation services, including 26 bus routes, to citizens and visitors within the Metropolitan Nashville area. Nashville MTA is a component unit of the Metropolitan Government of Nashville and Davidson County. Prior to the pandemic, WeGo Public Transit provided approximately 31,000 rides each weekday during full service. Nashville MTA is funded by a combination of federal, state, and local grants and direct allocations, as well as farebox revenue.

In addition to bus service, Nashville MTA also operates a paratransit system network of smaller ADA accessible vans for its Access program for people with disabilities. Nashville MTA also contracts with third-party operators to provide its Access on Demand services for customers eligible for Access services.

The Nashville MTA Board, which sets policy for Nashville MTA, consists of five (5) members nominated by the Mayor of Metropolitan Government of Nashville and Davidson County and approved by the Metropolitan Council of Nashville and Davidson County. Board members are appointed to five (5) year terms. .

For additional information, please see: <https://www.wegotransit.com/>.

1.2 OVERVIEW

The purpose of this RFQ is to award a qualified firm to provide services described in the Scope of Work. According to the Brooks Act, recipients of federal funds must use qualifications-based procurement procedures when contracting for Architectural & Engineering (A&E) services, and also for other services listed in 49 U.S.C. Section 5325(b) (1) that are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property. For example, a contractor performing program management, project design, construction management, or engineering services in which that contractor would select the finished products to be acquired for an FTA-assisted construction project must be selected through qualification-based procurement procedures.

As described in FTA Circular 4220.1F, qualifications will be evaluated to determine contract award. Price is excluded as an evaluation factor. Thus, a Proposer or firm shall not submit any cost information with qualifications in the initial response to this solicitation. Negotiations will be first conducted with only the most qualified proposer(s) or firm(s). Negotiations may be conducted with the next most qualified proposer or firm after failing to agree on a fair and reasonable price. Then, if necessary, negotiations with successive proposers or firms in descending order may be conducted until a contract award can be made to a proposer or firm whose price the Agency believes is fair and reasonable.

The agency intends to award a firm-fixed-price contract to the successful proposer(s), who shall provide consultant services. Refer to Section IV of this Request for Qualification for an expanded scope description. The agency reserves the right to award multiple firms. If multiple firms are selected, the agency will assign specific tasks among the awarded contracts. The contract(s) and/or purchase order(s) shall be for two (2) years with one (1) year option.

These instructions provide detailed legal and technical requirements for the acquisition of these services. Section VI, Proposed Contract, provides a more detailed description of the contractual and legal requirements.

1.3 SOLICITATION SCHEDULE

The following estimated timeline should be used as a working guide for planning purposes. The Agency reserves the right to adjust the schedule as required during the course of the solicitation process and will make good faith efforts to notify potential proposers of adjustments to the schedule; however, the ultimate responsibility for obtaining notice of changes lies with the proposers. Any changes to the proposed schedule will be listed at: <https://www.wegotransit.com/doing-business/current-opportunities/> under RFQ 2023140.

Pre-Proposal Meeting Via WebEx https://nashville.webex.com/nashville/j.php?MTID=m4c127a9591d6c8ffe17804ff59c6d034	Thursday, December 14, 2023, at 12:30 p.m.
Addenda Request Submittal Deadline	Monday, December 18, 2023, at 3:00 p.m.
Question/Clarification Submittal Deadline	Monday, December 18, 2023, at 3:00 p.m.
Proposal Submission Deadline	Tuesday, January 16, 2024, at 1:00 p.m.
Presentation/Interviews (if applicable)	Week of February 5 th (tentative)

All questions regarding this solicitation must be submitted via email to Kim Hereford, Kim.hereford@nashville.gov. The answers to the questions will be posted as an addendum on the Agency website: <https://www.wegotransit.com/doing-business/current-opportunities/> under RFQ number 2023140.

Proposers are solely responsible for checking the website to ensure that they have the most current information regarding the proposal. Any oral communication, explanation or instruction provided will not be binding on Nashville MTA.

1.4 COST INCURRED BY PROPOSERS

Neither Nashville MTA is liable for any costs incurred by prospective proposers in the preparation of submitting a proposal in response to this RFQ, in the presentation of the proposal or any other activities related to responding to this RFQ.

1.5 EVALUATION OF QUALIFICATION

Nashville MTA reserves the right to conduct a separate evaluation for its partners but will follow the same evaluation method as listed herein in this section.

An Evaluation Committee and/or the Procurement Department will examine proposal responses to eliminate those that are determined non-responsive to the stated requirements. The Evaluation Committee will then evaluate proposal responses and make recommendations of the top-ranked proposers for contract award.

The Evaluation Committee will apply the evaluation criteria set forth in the RFQ or in any addenda issued. A detailed evaluation that follows the initial examination may result in more than one finalist. At this point, the Evaluation Committee may request additional information, an interview, a presentation, or revised submissions.

Should the Evaluation Committee determine to conduct interviews, the Procurement Department will contact the top-scoring firms from the evaluation to schedule a date and time. Nashville MTA reserves the

right to invite some, all, or no proposers for interviews. At the conclusion of the interviews, if any, the Evaluation Committee will conduct a final scoring of the proposals to determine the top-ranked proposer(s) for submission of a Best and Final Offer, contract negotiation, and award. The Evaluation Committee will recommend for the award the proposal(s) that offers each Agency the most advantageous combination of technical merit, including project approach, team, and key personnel qualifications.

1.6 EVALUATION SCORING MEASURES

The Evaluation Committee will evaluate submissions received on the following factors.

- Project Approach/Work Methodology
- Proposing Team’s Qualifications and Experience
- Key Personnel Qualifications and Experience

Proposers are directed to Section IV, 4 C - Evaluation Criteria, for detailed evaluation criteria and the allocation of applicable points.

1.7 SUBMISSION ACCEPTED

Each proposer submits its proposal with the understanding that the acceptance in writing by either Agency of the offer to furnish the services requested shall constitute a contract between the proposer and the Agency, which shall bind the proposer to furnish the services, in the manner offered in the submission, at the rates accepted, and in accordance with conditions and requirements of the Agency. A formal contract and/or purchase order will be signed between the Agency and the successful proposer

Each proposer submits its proposal with the understanding that nothing in this solicitation shall be construed to require either Agency to award a contract.

With the submission of the proposal, the proposer must indicate that it is prepared to enter into a contract with Nashville MTA in accordance with the terms and conditions set forth in this solicitation, any addenda, and the proposed contract. Submissions shall be valid for a minimum period of one hundred twenty days (120) from the date of the opening of the submission.

1.8 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The Agency have **20%** established a specific goal for Disadvantaged Business Enterprise (DBE) participation for this solicitation. However, proposers are encouraged to make good faith efforts to cooperate with Nashville MTA in meeting its commitments and goal of 14% for the fiscal years 2020-2023. DBE participation is encouraged either in the capacity of the prime contractor or subcontractor. Proposers are required to document their activities in the submission and selection of any subcontractor(s) to ensure that the process is nondiscriminatory. To be considered a certified DBE the organization must be registered with the Tennessee Uniform Certification Program (TNUCP) at the time, of proposal submission. Please refer to the following website for a comprehensive list of the certified DBE’s: <https://www.tdot.tn.gov/APPLICATIONS/DBEDIRECT/Search>. **See Section III — DISADVANTAGED BUSINESS ENTERPRISE PROGRAM – for more information about the DBE program requirements.**

END SECTION I

II. INSTRUCTIONS TO PROPOSERS

2.1 REQUESTS FOR CLARIFICATION

If any person submitting a proposal is in doubt as to the meaning of any part of the Scope of Work or the RFQ documents or finds discrepancies in or omissions from the specifications, they may submit to Kim.Hereford@nashville.gov a written request for an interpretation or correction, no later than **December 18, 2023, by 3:00 p.m. Only written requests will be accepted.** The person submitting the request will be responsible for its prompt delivery and verification of delivery.

The request must be fully supported with detailed information and reference to a section of the proposal, if applicable, to assist in determining whether the request is or is not valid. Any corrections or changes to this RFQ will be distributed to recipients who submitted the “Addenda Request” at the address provided. **Verbal questions will not be answered, thus preventing an unfair advantage to any proposer.**

2.2 DELIVERY OF PROPOSALS

The proposer must submit one (1) signed original and one electronic copy via USB drive. **The submission deadline is 1:00 p.m. Tuesday, January 16, 2023.** Proposals are to be submitted to the following address:

Kim Hereford
Nashville MTA
430 Myatt Drive -- FRONT DESK
Nashville, TN 37115

The sealed envelope, box, or appropriate package must be clearly marked with “**RFQ 2023140 – Consultant Services for Multimodal Mobility Plan**” on the lower left side and “**DO NOT OPEN WITH REGULAR MAIL.**” All proposals will be logged, by a Procurement Department staff member, with the date and time, of receipt. Proposal submissions received after the due date and time will not be reviewed or considered.

Nashville MTA has no responsibility for proposals that are not received, partially received, or rejected by a mailing service for any reason.

Proposers should be aware that reviewers of the RFQ submissions may elect to print copies of the response to facilitate review. The use of interactive graphics or other materials that cannot easily be reproduced on an office printer/copier may affect the quality of the response, and hence, the evaluation. Nashville MTA, and Nashville MTA Board of Directors assume no responsibility for responses that cannot be reviewed due to file size limits or other impediments to accessing the full submission.

Proposers are solely responsible for delivery of the proposal on time, Proposers who rely on overnight delivery services, local couriers, or other delivery services remain solely responsible for timely delivery of the proposal and assume all risk of late delivery or no delivery.

****NOTE: RESPONSES WILL NOT BE OPENED PUBLICLY****

2.3 SUBMISSION WITHDRAWAL

Proposers will be given permission to withdraw the proposal after it has been delivered, provided the proposer makes the request by e-mail, on the organization's letterhead, twenty-four (24) hours prior to the proposal's due date and time. Requests pertaining to withdrawal by telephone or e-mail must be confirmed in writing by the proposers and must reach the office of Kim Hereford not later than one (1) hour prior to the **TIME**, fixed for submission of proposals. Proposals that are timely withdrawn shall be returned to the proposer unopened at the proposer's expense.

2.4 UNACCEPTABLE SUBMISSION

Nashville MTA will not accept proposals or award any contract to any person, firm or corporation that is in arrears or is in default to either Agency or RTA upon any debt or contract, has defaulted on surety or other obligation or has failed to perform faithfully any previous contract for either Agency or RTA. Each Agency reserves the right to request subcontractor changes to any contract.

2.5 REJECTION OR ACCEPTANCE OF SUBMISSION

The Chief Executive Officer or designee reserves the right to accept or reject any or all or any part of any proposal(s). Any proposal which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the proposal. If there is a discrepancy between the price written and the price listed in the figures, the Agency acknowledges that the price written is the correct price.

Nashville MTA reserves the right to cancel this RFQ in writing or postpone or extend the date and time for submitting proposals at any time. The Agency reserves the right to reject any or all proposals, to waive any or all informalities or irregularities in the proposals received, to request clarifications of the proposal from the proposer, to investigate the qualifications and experience of any proposers, to reject any provisions in any proposal, to modify proposal contents, to obtain new proposals, to negotiate the requested services and contract terms with any proposers. The Agency reserves the right to award the proposal for the requested services in full, in part and/or a single item to one or more proposers. The Agency will determine the most responsive proposer(s) whose proposal is most advantageous to the Agency.

The submission of a proposal shall constitute an acknowledgment that the proposer has thoroughly examined and is familiar with the proposal, including the Scope of Work, the addenda if any, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions dealing with or related to the services requested.

Proposals must indicate that the entity is prepared to enter into a contract and/or purchase order with the Agency to which they are submitting a proposal in accordance with the terms and conditions set forth in this proposal, any addenda, and proposed contract. Proposals shall be valid for a minimum period of one hundred twenty days (120) from the proposed closing date for proposal acceptance.

2.6 PUBLIC RECORDS/CONFIDENTIALITY

Proposals received become the exclusive property of Nashville MTA. When a contract award is approved by the respective Agency, all proposals submitted in response to this proposal shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each proposal that are marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY." If required by law or by an order of a

court, the Agency may be required to disclose such records or portions thereof, including without limitation those so marked. Proposals that indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be found to be technically unacceptable.

2.7 FORMS PROVIDED

Proposers must use the forms provided or copies thereof. The proposer or an authorized representative of the firm must sign the submission. Any erasures, corrections or other changes appearing on the submission forms must be initialed and dated by the person signing the form.

END SECTION II

III. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

3.1 Introduction

Nashville MTA (“the Agency”) operates a federal Disadvantaged Business Enterprise (DBE) Program to ensure full and fair opportunities in contracting for businesses owned by socially and economically disadvantaged individuals. The Agency administers the program according to the regulations that apply to 49 CFR Part 26. Only firms that are certified consistent with 49 CFR Part 26 and by the Nashville MTA or Tennessee Department of Transportation Unified Certification Program (TN UCP), as identified below, will be considered certified as a Disadvantaged Business Enterprise.

This section, entitled “Disadvantaged Business Enterprise Program” is provided in an effort to assist proposers. The information contained in this section is not intended to, nor does it, supplement or amend any federal regulation. All proposers are responsible for compliance with all applicable federal and Agency rules and requirements.

It is a requirement that all proposers providing services take all reasonable steps to ensure that DBEs have a full and fair opportunity to compete for and perform contract work without discrimination on the basis of age, race, sex, color, national origin, creed, religion, sexual orientation or disability. In order to satisfy this requirement, proposers will be expected to timely submit documentation as identified below and as shown on the Required Forms throughout the contract period if selected and cooperate with the Agency. Failure to timely submit requested documentation, cooperate with the Agency, or answer inquiries truthfully will be considered a material contract breach and may result in contract termination.

3.2 Required Documents

The following documents should be submitted with the proposal:

1. Letter(s) of Intent – Form 6-A

Proposers should submit a Letter of Intent for each DBE whose participation the proposer is counting toward the goal. This may include first, second, third, and other lower-tier subcontractors and/or suppliers. The proposer and all DBE subcontractors and/or suppliers must sign the Letter(s) of Intent. The Letter(s) of Intent should be submitted with the proposal.

All portions of the Letter(s) of Intent should be completed (including the description of work, the estimated contract amount, and the estimated percentage of DBE participation for counting and goal purposes) before the Letter(s) of Intent is signed by either the DBE or the proposer.

2. DBE Goal Commitment to DBE (Participation Form) – Form 6-B

The Proposer should submit a signed DBE Goals Commitment to DBE form with the proposal. Failure to submit and/or sign the form may render the submission non-responsive.

3. Good Faith Effort Documentation Form – Form 6-C

If Proposer is unsuccessful in meeting the required project specific DBE goal, additional documentation is required to demonstrate the efforts it made in attempt to meet the DBE goal. See section 3.7 for detailed Good Faith Effort requirements.

4. DBE Utilization Form – Form 6-D

The proposer should submit a fully completed DBE Utilization Form, providing all requested information, and calculating the total DBE percentage

Nashville MTA reserves the right to ask questions of the proposer, investigate and require additional information as it determines necessary in its sole discretion to ensure that the regulations and the Agency's rules are followed as it relates to DBE participation.

3.3 Definition of Socially and Economically Disadvantaged

The rules that govern eligibility and certification of DBE are found generally at 49 CFR Part 26.5 and 26.61 through 26.73. These rules define a DBE as a for-profit, small business concern which is at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals. In the case of any publicly owned business, at least fifty-one percent (51%) of the stock must be owned by one or more socially and economically disadvantaged individuals. In addition, the personal net worth of the socially and economically disadvantaged owners of the small business concern must not exceed one million three hundred twenty thousand dollars (\$1,320,000).

As defined by 49 CFR, Part 26.5, a socially and economically disadvantaged individual is any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –

- (1) Any individual whom a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i) "Black Americans" which includes persons having origins in any of the Black racial groups of Africa;
 - (ii) "Hispanic Americans" which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) "Native Americans" which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (iv) "Asian-Pacific Americans" which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U. S. Trust Territories of the Pacific islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - (v) "Subcontinent Asian Americans" which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives islands, Nepal or Sri Lanka;
 - (vi) Women;
 - (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

3.4 DBE Liaison Officer

The DBE Liaison Officer is responsible for developing, implementing, and monitoring the DBE program on a day-to-day basis in coordination with other appropriate officials; carrying out technical assistance for a DBE; and, disseminating information on available business opportunities so that a DBE is provided an equitable opportunity to propose on Agency contracts. For questions or information related to the DBE program, contact Rachel Johnson, DBE Liaison Officer, at vince.malone@nashville.gov or 615-880-0582.

3.5 DBE Certification

The Agency certifies all of its DBEs through internal processes. The TNUCP is a cooperative of entities which are recipients of federal funds that have developed a “one-stop shop” for certification throughout the State of Tennessee of which the Agency is a certifying member. In order to be considered as meeting the DBE goal for a contract, each business wishing to participate as a DBE or a joint venture DBE, must be certified as a DBE by the Tennessee Uniform Certification Program (TNUCP) and must have current certification at the time of proposal submission. The link to the DBE Directory is <https://www.tdot.tn.gov/applications/dbedirect/>.

Persons or entities who consider themselves a DBE but who are not certified by the Agency, the TNUCP as a DBE, have not received affirmation from the Agency MTA or the TNUCP that their certification from another entity is consistent with and acceptable to the Agency or the TNUCP will not be considered. Unless a firm meets the criteria above by the time, the responses to this solicitation are due, its participation will not be considered as meeting the DBE goal in the solicitation. Each business wishing to participate as a DBE, or a joint venture DBE must be certified at the time of submission and a current copy of the DBE’s certification must be attached to the Letter of Intent.

3.6 Identification of Contract Goal and Requirements

For this contract, the overall DBE participation goal is established as **20%**. In order for the submission to be responsive, the proposer must either meet the goal or make good faith efforts to do so. Good faith efforts are defined in Appendix A to 49 CFR Part 26 and discussed in the following section.

If a proposer’s Commitment to DBE (Participation Form), Form 6-B, proposes a DBE percentage less than the established goal, the proposer must submit appropriate documentation justifying its submitted DBE percentage.

The Agency reserves the right to request additional documentation or information from the proposer regarding its Commitment to DBE (Participation Form), Utilization Plan, Letter of Intent, and, if applicable, any Good Faith Efforts documentation. If the Agency enters into a contract based on the proposer’s Commitment to DBE (Participation Form), Good Faith Effort and documentation, the DBE percentage accepted by the Agency will become a contractual requirement.

Proposers shall not contract with, demand, require or coerce a DBE into any agreement or into the signing of any Letter of Intent or any other document which prohibits the DBE from providing subcontracting quotations or doing business with other proposers. The DBE shall be free to provide their services to any number of proposers. To ensure that all obligations under subcontracts awarded to a DBE are met, the Agency may review the agreement between the proposer and DBE and the proposer’s DBE involvement efforts during the performance of the contract.

The proposer shall bring to the attention of the Agency any situation in which regularly scheduled progress

payments are not made to a DBE. If, in the opinion of the Agency, the proposer has made significant deviations from the DBE program commitments, it shall be considered a breach of contract.

3.7 Good Faith Efforts and Requirements

In order to be responsive, proposers must either meet the DBE goal or make good faith efforts to meet the goal. Proposers who do not meet the goal must establish adequate good faith efforts (GFE) by submitting documentation along with the Good Faith Efforts Documentation Form (Form 6-C). The documentation should show that the proposer took all necessary and reasonable steps to achieve the DBE goal, which could reasonably be expected to obtain sufficient DBE participation, even if the proposer was not fully successful. The Good Faith Effort form and supporting documents should conform to the good faith requirements outlined in Appendix A of 49 CFR Part 26.

The following is a list of types of actions that may be part of a proposer's efforts to obtain DBE participation and may be included as part of the GFE and documentation. This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

- (a) Soliciting through all reasonable and available means (e.g. attendance at pre-submission meetings, advertising and/or written notices) the interest of all certified as a DBE who have the capability to perform the work of the contract. The proposer must solicit this interest within sufficient time to allow the DBE to respond to the solicitation and take appropriate steps to follow-up initial solicitations to determine interest.
- (b). Selecting portions of the work to be performed by a DBE in order to increase the likelihood that the goals of the will be achieved.
- (c). Providing any interested DBE with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (d) Negotiating in good faith with any interested DBE. It is the proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation.
- (e) Not rejecting any DBE as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- (f) Making efforts to assist any interested DBE in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- (g) Making efforts to assist any interested DBE in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (h) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of any DBE.
- (i) Making efforts to identify and assist eligible firms, which are not yet certified by the Nashville

MTA or the TN UCP as a DBE, to obtain certification. These types of efforts will have special weight where it appears that the relevant firms will be certified in time for the execution of the contract.

If a proposer has not met the DBE goal and submits the Good Faith Effort form and documentation, the proposer should summarize in detail all good faith efforts taken by the Proposer, including, but not limited to, the activities listed above in A through I, and supporting documentation.

While the proposer should submit documentation to support its good faith efforts at the time of submission, the Agency may ask questions of Proposer or request additional documentation after review of proposer's Good Faith Effort and any documentation. In submitting the information required under this section, the proposer understands and agrees that the determination of whether the proposer has met the DBE goal or established good faith efforts to meet the goal is a judgment call that the Agency will make.

3.8 Counting DBE Participation

DBE participation shall be counted toward meeting the DBE goal as outlined in 49 CFR Part 26, especially 26.55. When the proposer completes a Letter of Intent, the Proposer must include not only the total value of the work to be performed and/or the materials to be supplied by the DBE but also the total amount of DBE participation that should be counted toward meeting the goal.

For example, if a DBE is a regular dealer or supplier of pipe but does not install the pipe, then the proposer can generally count the dollar value spent on the pipe at 60%. This would mean that if the DBE was supplying \$100,000 of pipe then the contract amount would be \$100,000 but the total amount of DBE participation would be \$60,000 for counting and meeting the goal purposes.

If a proposer has any questions about counting, the Agency advises the proposer to consult 49 CFR Part 26. The following may be helpful in counting DBE participation and in determining which sections of Part 26.55 a proposer needs to review in more detail:

(a) When a DBE participates in a contract or subcontract, the Contractor will count only the value of the work actually performed by the DBE toward the DBE goals. In a construction contract (and other similar contracts), this will include the work performed by the DBE's own forces and supplies purchased or equipment leased by the DBE as described below, especially (d) (but not supplies or equipment the DBE subcontractor purchases from the prime contractor or its affiliate.) The Contractor will count the entire amount of fees or commissions charged by a DBE for providing a bona fide service toward goals provided that the Agency determines the fees to be reasonable and not excessive. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subcontractor is itself a DBE.

(b) When a DBE performs as a participant in a joint venture, a portion of the total dollar value of the contract equal to the distinct clearly defined portion of the work of the contract that the DBE performs with its own forces count toward DBE goals.

(c) The proposer will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract or subcontract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.

To determine whether a DBE is performing a commercially useful function, the proposer will evaluate

industry practices, the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with work it is actually performing, and the DBE credit claimed for its performance of the work, and other relevant factors. The proposer will determine questions of commercially useful function with regard to trucking companies under 49 CFR Part 26.55 (d).

(d) The proposer will count expenditures with the DBE for materials or supplies toward DBE goal in the manner described in 49 CFR Part 26.55 (e). **Note:** Proposers should review Part 26.55(e) carefully. It is important to note that the rule counts expenditures differently based upon whether the DBE is a manufacturer as defined by the rule (normally counted at 100% percent of the cost), a regular dealer as defined by the rule (normally counted at 60% of the cost) or neither of the two (normally counted at the entire amount of fees or commissions, or fees or transportation charges, provided they are reasonable).

It is important to note that materials and supplies provided by a DBE that is not a regular dealer in those materials and supplies do not count toward meeting the goal. For example, if the DBE is a regular dealer of piping, the DBE cannot purchase office equipment and then supply that office equipment to the prime and count any portion of the cost of the office equipment toward meeting the goal. Such conduct for DBE counting purposes is prohibited by the rules and is considered to be an impermissible and illegal pass-through.

(e) If a firm is not currently certified as a DBE, in accordance with the standards of subpart D of this part, at the time of the execution of the contract, the proposer will not count the firm's participation toward any DBE goals, except as provided for in 49 CFR Part 26.87(i).

(f) The proposer will not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward any goals except as provided in 49 CFR Part 26.87(j).

3.9 Prompt Payment and Retainage

The Contractor agrees to pay each subcontractor under this prime contract for invoices submitted or normal progress payments for work completed satisfactorily or supplies provided satisfactorily pursuant to its contract and no later than fifteen (15) days from the receipt of each payment it receives from the Agency.

There is no retainage or other sums allowed to be withheld from progress payments or any other payments and any exceptions to this prompt pay/retainage provision must be requested in writing by the Contractor and approved in writing.

The Contractor will include the following paragraphs in all contracts and/or agreements related to the work under this Contract with subcontractors or suppliers and will require all its subcontractors and suppliers to include this paragraph in any contracts and/or agreements related to the work under this Contract with any other third parties and any other lower tier subcontractors or suppliers:

"It is understood and agreed by all involved parties that payment for work completed satisfactorily or supplies provided satisfactorily will be made to the appropriate party no later than fifteen (15) days from receipt of payment for that work or those supplies.

There is no retainage or other sums allowed to be withheld from progress payments or any other payments and any exceptions to this prompt pay/retainage provision must be requested in writing to the Agency and approved in writing."

3.10 Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Utilization Plan without the Agency's prior written consent. The Agency may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request.

The Contractor shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the Agency in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal commitment for this procurement. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

3.11 Continued Compliance

The Agency shall monitor the Contractor's DBE compliance during the life of the Contract using an online reporting system: <https://wegostransit.dbesystem.com>. Monthly audit entries are required to report contract payments to prime and subcontractors. Each month, Contractor shall report payments received from the Agency as well as payments made to all subcontractors. Contractors are responsible for providing accurate and complete information each month and as requested.

3.12 49 CFR Part 26

The Contractor shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of the Agency's contracts. The proposer agrees to provide all its subcontractors and suppliers, and to require all its subcontractors and suppliers on this project to provide a complete copy of the **Disadvantaged Business Enterprise (DBE) Requirements** to all those who provide supplies or perform work related to this Contract and to require all those providing supplies or work to be bound by these requirements as it relates to their work related to this Contract.

END SECTION III

IV. SCOPE OF WORK, EVALUATION CRITERIA, PROPOSAL SUBMISSION REQUIREMENTS, REQUIRED FORMS

A. SCOPE OF WORK

SUMMARY

The Nashville Department of Transportation (NDOT), the Metro Nashville Planning Department (Metro Planning), and WeGo Public Transit, including the Nashville Metropolitan Transit Agency (MTA) and The Regional Transportation Authority of Middle Tennessee (RTA) are seeking consultant services to work with the project management team above, partner agencies, and the community to develop a Multimodal Mobility Master Plan (3MP). The 3MP will update Access 2040 (the mobility component of the general plan, NashvilleNext) the Major and Collector Street Plan (MCSP), and nMotion (the long-range transit plan for Nashville-Davidson County and the surrounding region). The 3MP will guide the development of Metro Nashville's transportation system over a 25-year horizon.

The consultant will:

- Review Access 2040, nMotion 2016 and other existing relevant community and transportation plans.
- Identify conflicts/tensions between existing plans and opportunities for refinement and better integration.
- Assess recent trends and projections for population, employment growth and demographic changes.
- Evaluate the current transit system, identifying gaps and opportunities.
- Analyze WeGo's operational and organizational capacity and identify changes needed to support continued growth of transit in Nashville and the region.
- Create a layered street network to ensure a connected and integrated transportation network for all modes.
- Use that layered network as the foundation for an update of the existing Major and Collector Street Plan with new street typologies aligning with modal hierarchies for each street.
- Update and prioritize needed transportation projects based on metrics established through current and prior community engagement.
- Produce a final plan, informed by technical analysis and community engagement, and including recommended policies and programs needed to support implementation.

BACKGROUND/CONTEXT

Access 2040 and the current Major and Collector Street Plan were developed as a part of Nashville Next, the current general plan for Nashville and Davidson County. Nashville Next was completed in 2016 and guides the physical development of the entire county. This foundational vision established the following guiding principles:

- Ensure opportunity for all
- Expand accessibility
- Create economic prosperity
- Foster strong neighborhoods

- Advance education
- Champion the environment
- Be Nashville

Access 2040 created a roadmap for the development of a transportation network aligning with those principles and the Nashville Next goals around growth, development, and preservation. The name ‘Access’ emphasized the true purpose of transportation and the need for a more equitable system that rejects designs that favor those driving over those walking, biking, or taking transit. It established an overall modal hierarchy to guide the prioritization of modes that has been an important step in embracing a Complete Streets approach. However, subsequent work on WalkNBike, nMotion, and the Vision Zero Action and Implementation Plans mean that Access 2040 no longer fully reflects the current vision for our transportation system.

Similarly, the Major and Collector Street Plan reimagined our streets plan to reflect a more multimodal approach. However, over time inconsistencies have developed between MCSP guidance and more recent plans. In particular, the previous MCSP primarily accommodated new multimodal facilities through widening. A commitment to Vision Zero requires consideration of new roadway reconfigurations that can improve safety for all users, while more quickly building out multimodal facilities that better serve pedestrians, cyclists, and transit. There are also some gaps between guidance provided in the MCSP document and the practical application of the document, including mismatches between MCSP and standard details for street sections and a lack of clarity in the current web map used by staff. Finally, there is a need to update the MCSP to provide clearer guidance on balancing conflicting priorities on individual streets. While the modal hierarchy in Access 2040 establishes an overall approach that prioritizes our most vulnerable road users, it can be challenging to apply to individual streets that have different needs and contexts, particularly when there are constraints that limit the ability to provide facilities for every mode on every street.

This project will aim to update both Access 2040 and the MCSP to account for more recent planning efforts, lessons learned over the last 7 years, and continued growth and development changes that have created new needs and amplified previously identified needs. It will identify gaps and conflicts between existing mode-specific plans and ‘connect the dots’ on these plans to ensure complete and safe networks for all modes. The project will use a safe systems approach, building on the city’s recently completed Vision Zero Action Plan and Complete Streets Implementation Guide. Finally, because transportation makes up a large portion of greenhouse gas emissions in Nashville the final 3MP will also need to consider the transportation goals and mode shift targets set forth in the 2021 Climate Change Mitigation Action Plan.

The nMotion Strategic Plan set the course for implementing WeGo Public Transit’s vision for transit investments in Nashville and the region for the next 25 years. Since the adoption of the plan in 2016, the agency has successfully advanced several projects outlined in the plan’s key recommendation within available resources. Some of those projects include implementation of the Better Bus plan with significant service improvements in span and frequency for several routes, development of new neighborhood transit centers to improve connections outside of downtown, and more than doubling the number of sheltered

stops in the system including enhancements to many locations to improve safety and accessibility across the network.

These successes are notable given the many events that have played a significant role in shaping the City's growth as well as transit service and ridership. Events like the cancellation of the AMP Bus Rapid Transit project, the defeat of the *Let's Move Nashville* transit referendum, significant transit service reductions in 2019 due to State funding cuts, no increases in Metro funding, and the COVID-19 pandemic impacts on ridership presented major challenges that WeGo has been able to overcome and turn into opportunities for making transit service better and more reliable for the riders. Moving forward, the rapid growth that Nashville and the region continue to experience will require WeGo to quickly adapt in several different areas and to expand capacity and resources to meet new demands.

WeGo has been able to recover from the COVID-19 pandemic faster and better than many other transit agencies in the country achieving returns to pre-pandemic ridership levels in 2023. As the agency enters a new era of growth and changes, an update to its strategic plan will require a focus on the next steps for transformation. This transformation will extend beyond the planning and focus on key areas of service, operation, workforce development, facility capacity, technology, and others. This approach will help position WeGo to continue to respond and adapt to the needs of Nashvillians and Middle Tennesseans by improving access to opportunity, developing more equitable service, expanding competitive travel options for all, simplifying and integrating various means of transportation for a seamless, connected system, prioritizing major transit investments in transit-supportive areas, and increasing ridership, especially in target markets.

The narrative below serves as a draft scope of services and includes the tasks and deliverables to be included. It should serve as a guide for applicants to structure their submittals; the draft scope of services included in this solicitation is intended to provide an overview of what Metro seeks with the 3MP and should not constrain applicants from proposing strategies, tactics, methods, services, and other tasks based on best practices or prior experience on similar projects. The project management team invites applicants to propose innovative and state-of-the-practice strategies to achieve the goals outlined here.

Task 1 – Project Management

1.1 Project Management Plan The consultant will hold a kick-off meeting with the project management team to include NDOT, Metro Planning, and WeGo Public Transit. The purpose of this meeting will be to discuss project goals, anticipated challenges, expected outcomes, roles and responsibilities, and coordination approach. The consultant will then create a Project Management Plan (PMP) that will:

- Define roles and responsibilities of the consultant team and the project management team
- Define project schedule and identify major milestones
- Outline schedule for recurring calls with the project management team
- Refine work tasks, subtasks, review/comment points, and the timing and content of deliverables
- Establish QA/QC procedures for all deliverables
- Outline a strategy for coordination with other ongoing efforts including:
 - East Bank Planning

- North Nashville Planning Study
- TOD Framework Plan
- Imagine Nashville
- Transit Alliance of Middle Tennessee: Transit Together
- Murfreesboro Pike Rapid Transit Planning
- Others identified by core project management team

Task 1 Deliverables:

- Kick Off Meeting Notes
- Project Management Plan

Task 2 – Community and Stakeholder Engagement

The consultant will work with the project management team and Metro community engagement staff to incorporate robust, collaborative community engagement into the development of the 3MP. This Engagement Plan should align with NDOT’s Equitable Engagement Plan.

2.1 Market Research and Strategic Communications Plan Building on available data from recent survey efforts by Metro Nashville and partner organizations the consultant will perform additional market research on public perception of current transportation issues and concerns in the community. The consultant will use the results of this consolidated research to create a strategic communications plan ensuring there is consistent and effective communication and messaging throughout the project.

2.2 Community Engagement Plan The consultant will prepare a Community Engagement Plan that will define an effective and equitable engagement strategy to inform the community about the 3MP and encourage participation throughout the process. The plan must employ a variety of strategies to ensure there is broad and representative participation from across Davidson County. This plan will detail the strategies, tactics, staffing, and materials needed to achieve these goals. The plan should be coordinated with the strategic communications plan above. While engagement will be ongoing, two primary phases of engagement are anticipated and outlined below. The project management team anticipates the Community Engagement Plan will incorporate the following elements, at a minimum:

1. Technical Advisory Committee (TAC): convened periodically throughout the project to review and advise on project deliverables. The specific composition of the committee will be defined with the PMP but will include applicable local, regional, and state agencies identified by the core project management team.
2. Community Advisory Committee (CAC): A Community Advisory Committee should serve as an avenue for meaningful collaboration in the development of the 3MP and a tool to extend the reach of engagement. Proposers should detail strategies to achieve strong participation that is representative of the diversity of our community and compensates participants for their time and participation.
3. Public Meetings: The consultant will host open-house style public meetings throughout the county during each phase of engagement. In addition to traditional open-house meetings, particular

emphasis will be placed on pop-up events and participation at other community events and gatherings throughout the county, to meet citizens where they are and ensure broad participation.

4. Project Website and Online Engagement Tools: The Consultant will develop and provide content for a project website hosted on the Metro Nashville website, that will serve as a vital public face for the project and provide a clearinghouse for all project-related documents, maps, findings, schedules and contact information. The website should include or link to interactive maps for soliciting public input and for viewing recommendations. The consultant should specify the proposed online platform to be used and highlight the capabilities for summarizing and analyzing quantitative and qualitative data efficiently.
5. Social Media: The consultant will create a social media strategy with simple messaging and hashtags allowing NDOT, Planning, WeGo, and other partner agencies and community organizations to promote the project. Several short and engaging informational videos should be created for use on the website and Metro Nashville social media accounts.

The consultant is encouraged to propose other strategies beyond those listed here. Creativity in reaching communities that are traditionally not well represented in the planning process, including minorities, low-income households, and people with limited English proficiency, will be essential to the overall success of this effort. The engagement plan approach should also aim to engage all age groups, understanding the unique transportation challenges often faced by young and old. The plan must also define the methods and software tools that will be used to consolidate, analyze, and summarize public input from multiple sources. The consultant is encouraged to hire existing community-based organizations to broaden reach. Other innovative solutions are encouraged to ensure equitable engagement with the 3MP; focus groups and statistically significant random surveys are additional strategies of interest to the project management team. Demographic information and home location should be collected with all engagement and in all surveys to ensure input is broad and representative. The Community Engagement Plan should set specific targets related to robust, equitable and representative participation.

2.3 Phase One Engagement: Confirm Vision/System Assessment- Following Task 3, with the guiding principles of Nashville Next serving as a starting point, this round of engagement will provide basic information on the project and will seek to confirm the broad vision from prior plans. It will refine priorities that will shape the development of the 3MP project list and will inform the development of specific performance measures used to evaluate projects in Task 6. It will also present the results of the Transportation System Assessment, focusing on gaps and opportunities to improve integration of modal plans and expand where appropriate. Lastly, this round of engagement will solicit specific project ideas from the community. These will be considered for incorporation in the draft project list to be developed and evaluated during Task 6.

2.4 Phase Two Engagement: Draft Projects and Street Typologies- Following Tasks 6 & 7, this round of engagement will present potential projects scored based on criteria developed after phase one engagement and will solicit feedback on those projects. It will also present the draft transit plan developed in task 7. The project management team expects this to be the more robust phase of project engagement requiring a variety of outreach strategies. Meetings and content will need to be targeted to certain

geographic areas in the county. While the scope of the technical work completed to this point will be significant, distilling this output into simple materials and surveys will be necessary to make participation easy for those that are not experts in planning and transportation concepts. Project descriptions will be presented in readable, user-friendly formats using online mapping tools and highly visual graphic summaries and will include planning-level cost estimates. Survey tools must be interactive, user-friendly, and will allow participants to prioritize projects and/or 'build their own scenario' by selecting combinations of preferred projects. The materials for this phase will also include revised street typologies and draft MCSP update.

2.5 Community Engagement Summary Memos After each phase of engagement, the consultant will produce a memo summarizing participation and feedback received and evaluating performance against targets established with the Community Engagement Plan. The Community Engagement Plan should define the format and specific information to be included in these memos.

Task 2 Deliverables:

- Community Engagement Plan
- TAC & CAC meeting materials
- Public meeting materials for each phase of engagement
- Project website and online engagement materials for each engagement phase
- Community Engagement Summary Memos

Task 3 – Transportation System Review

This task will include a review of existing relevant transportation plans, an evaluation of the performance of the existing transportation system, a review of recent growth trends, existing land use and land use policy, and anticipated future growth, with an emphasis on identifying critical needs and gaps in the transportation system and opportunities that should be considered over the 25-year horizon of the 3MP.

3.1 Assessment of Existing Plans The consultant will perform a high-level review of Access 2040, the existing Major and Collector Street Plan (MCSP) and all existing mode-specific plans including nMotion (transit), WalkNBike (sidewalks and bikeways), Plan to Play (greenways). Other relevant community and transportation plans will also be referenced, such as:

- 2020 Transportation Plan
- Connect Downtown
- Imagine East Bank
- Vision Zero Action & Implementation Plans
- Regional and state transportation plans
- Metro Nashville Capital Improvements Budget (CIB) and Capital Spending Plan (CSP)

The consultant will identify where there is consistency/support between plans and where there is potential tension/conflict. The inventory will also identify significant challenges/barriers to implementation that may need to be considered through the development of the 3MP. The consultant will produce a memo summarizing this review.

3.2 Assessment of Transportation System Performance The consultant will perform a review of existing transportation system performance with an emphasis on Safe Systems and Vision Zero. This review should include an overview of current mode share splits and specific evaluation of system performance for:

- Pedestrians - A pedestrian assessment will build on and update previous assessments of performance from Access 2040, WalkNBike, and the Vision Zero Action Plan. It will include safety performance, updated sidewalk inventory and condition, and identification of significant network gaps. Pedestrian Level of Service (LOS) and/or Pedestrian Level of Traffic Stress (LTS) should be used to give a more complete overview of comfort and quality of existing pedestrian infrastructure.
- Bicycles/Scooters- A bicycle/scooter assessment will again build on and update previous assessments with a particular focus on safety and network connectivity, by completing an analysis of the current network of high-comfort facilities (Bicycle Level of Traffic Stress 1 & 2). NDOT will provide BLTS for existing network.
- Transit- A complete transit evaluation will be completed as part of Task 3.3 and should be referenced/summarized as part of this review. An additional focus of this review should include evaluating the degree to which current streets support quality transit service by considering speed and reliability of service, quality of transit stops, and pedestrian and bicycle access to transit stops.
- Freight- A freight evaluation will consider transportation system performance for freight vehicles through an analysis of major origins and destinations and an evaluation of conditions along key freight corridors, including streets, railroads, and river.
- Cars- A traffic evaluation will consider current trends in Vehicle Miles Traveled (VMT), congestion, and safety. It will assess existing performance of ITS along with electric vehicle (EV) and autonomous vehicle (AV) readiness.
- Sustainability and Green Streets: A review of current sustainability practices in transportation infrastructure, including the incorporation of street trees and blue-green infrastructure, an inventory and assessment of performance and condition of all existing green streets, and an assessment of the transportation networks contribution to urban heat islands, air quality, and noise pollution.

For any metrics used in the existing system assessment of Access 2040, this assessment should provide a comparison to clearly show trends and any progress made. The consultant will produce a memo summarizing this review.

3.3 Transit System Evaluation Through data review and analysis, the consultant will produce a report providing a snapshot of the Nashville transit environment. This report will describe current and future conditions of WeGo’s transit system, identifying both positive elements as well as areas of concern. The report will identify accomplishments of the nMotion 2016 Transit Plan, summarize outstanding items and issues, establish strategies for WeGo with an emphasis on the user perspective. It will provide a foundation for the items that the transit plan will address. This evaluation will include:

- **Peer Review** – The consultant will conduct a peer review of systems with similar characteristics including population size, area coverage, fleet size, and others to illustrate differences and similarities of the systems compared to WeGo. The review will also include other larger, more robust, or aspirational peers to highlight future impacts on growth and demand for the agency given the current growth pace. At a minimum, the analysis should include metrics such as service area density, transit ridership, amount of service provided per capita, service productivity, cost effectiveness, and transit funding. The consultant will work with WeGo in defining the final criteria and cities list for the peer review.

- **Market Analysis** – The consultant will perform a market analysis using updated baseline demographic and socio-economic data including 2020 US Census Survey data, the most recent American Community Survey (ACS), WeGo’s Spring 2017 and Fall 2022 Origin-Destination survey data, ridership data, transportation big data analytics (e.g., Replica, StreetLight, etc.), and other available data sources to help determine changes in ridership travel needs and patterns and underlying demand for transit. At a minimum, factors like demographic characteristics, population and employment densities, housing profile, major activity centers, transit propensity, and local and regional travel patterns will be included. The analysis will consider current and projected future conditions consistent with the MPO’s forecasts and any other forecasting data tools available. This analysis must be coordinated with and not duplicate related efforts part of task 3.4.

The analysis will also consider current plan recommendations and major changes/events that have taken place since the adoption of the plan in 2016 and their impacts in shaping current conditions such as the COVID-19 pandemic as well as key ongoing projects in the city like mobility improvements in the Nashville Downtown core (Connect Downtown), major redevelopment projects like the East Bank and Global Mall, and major activity centers like Midtown, Nashville Yards, SoBro and others.

Recognizing the impacts of the COVID-19 pandemic on the commuter ridership, the market analysis shall assess WeGo’s regional transit system routes with the intention of providing an in-depth understanding of the current commuter market ridership decline and expectations for the future. For context, while urban transit ridership has returned to close to pre-pandemic levels, regional transit ridership (largely office commuter oriented) has stagnated at less than 1/2 pre-pandemic levels. This planning process should specifically address steps that the RTA should take to improve the utilization of these regional services and/or to modify these services to a changing market.

The analysis will look at potential options for regional commuter services including, but not limited to:

- All day regional corridor service
- Entertainment and event based service
- Enhanced connections to higher learning institutions in the region

3.4 Land Use and Growth Assessment Utilizing available data and modeling tools from the Metro Planning Department and GNRC, the consultant will consider recent growth patterns and their relation to the transportation system and travel behavior. This assessment will build on previous analysis and focus should be given to significant changes in land use and land use policy and their impact on growth projections and transportation needs. The assessment should identify any significant mismatches between existing/planned transportation network and current zoning and land use policy. The consultant will produce a memo summarizing this review.

3.5 Street Network Assessment The consultant will perform a basic engineering feasibility analysis on planned street alignments in the current MCSP. Where currently proposed streets are deemed infeasible or impractical, alternative alignments to provide desired connectivity should be considered. NDOT will provide

a list and initial assessment of currently planned streets as the starting point for this work. Furthermore, the consultant will evaluate where additional street connectivity improvements are needed or would provide benefits, particularly to pedestrians, cyclists, and transit (networks that most suffer from lack of connectivity). These recommendations should be based on and supported by accessibility analysis that shows expanded access through new connections. Possible improvements could include new streets, new ped/bike paths, intersection realignments, and new bridges (particularly considering barriers formed by interstates & railroads). The consultant will produce a memo summarizing this review.

3.6 Final Transportation System Assessment The consultant will combine and integrate the above memos into an approximately 25-page highly readable report summarizing the current state of the transportation system in Nashville with an emphasis on:

- Identified gaps in existing plans
- Conflicts/tensions between plans
- Potential implementation challenges associated with existing plans
- Additional needs and opportunities based on recent and projected growth

This report will be framed around the guiding principles in Nashville Next and Access 2040. A particular area of focus for this report and the preceding memos, should be consideration of quality and equity of access. Access 2040 noted that “Accessibility is the ability to reach goods, services, activities, and destinations... access determines one’s opportunity to engage in social and economic activities.” Traditionally transportation system performance measures have focused on mobility, but improvements in mobility do not always improve access. Building on the approach outlined in Access 2040, the transportation system assessment should emphasize measures of access to reflect the true purpose of transportation. This could include measures of access to jobs, education opportunities, social services, healthcare, etc., with a particular focus on walking, cycling, and transit (modes where safe and reliable access has been limited by a historical focus on automobiles).

Task 3 Deliverables:

- [Interim memos summarizing the above assessments](#)
- [Final Transportation System Assessment](#)

[Task 4 – Transit System Gaps & Opportunities Analysis](#)

Building on analysis from the previous task, the consultant shall identify unmet needs, issues, and opportunities to be addressed along with a comprehensive plan outlining needed improvements in different areas of WeGo as well as specific steps for implementation in support of the identified improvement needs. This effort shall also build on the assessment of existing plans task of the Multimodal Mobility Master Plan to summarize the basic findings and outcomes, and how they relate to WeGo.

The analysis will include, but not be limited, to some specific issues and areas of impact/needs outlined below:

4.1 Service Analysis The consultant will complete a comprehensive evaluation of the existing transit system to determine strengths, weaknesses, gaps, and opportunities for improvement. At a minimum, this should include an evaluation of:

- All existing service types: Frequent, Local, Connector, Express, Rail, and WeGo Link
- Individual routes, including alignment, frequency, span of service, etc.
- The entire network of routes and how those routes function together including connections between regional and local services and transit center locations and needs
- Downtown Nashville circulation and connectivity, including recommendations from the Connect Downtown Mobility Study
- Stop spacing and impact on access to transit, and speed/reliability of service
 - Strategy for coordination of bus stop accessibility implementation with other agencies and ADA transition plans
- Evaluation of major impacts to service reliability and efficiency, and prioritization of solutions
 - This may include transit priority lanes, transit signal priority, coordination with other agencies for special events, headway management, etc.
- First & last mile access. Assess the level of integration of the nMotion Update with the rest of the 3MP with reference to Ped, Bike and Shared Urban Mobility Device (SUMD) access to and from transit. Identify the costs and opportunities to grow transit ridership by improving the integration of first and last mile access planning, design and implementation between WeGo and NDOT
- Areas within the existing fixed-route network that may be currently underserved or where information from the market analysis indicates future growth and development opportunities.
- Microtransit opportunities in areas outside of the current fixed-route network coverage that may or may not be currently served by WeGo Link and in regional locations within the RTA service area and connections to more frequent service.
- Assessment of potential service models focused on system decentralization and emphasis on service from various neighborhoods and more transit centers
- Review and understanding of the recently completed Access Improvement Study recommendations
- Nashville’s busy entertainment and tourist industry will be important for the analysis. To that end, transit enhancements that improve overall reliability and effectiveness around such events and venues will be key to make the service more attractive, competitive, and approachable for locals and tourists alike. While these events create additional traffic and exacerbate traffic conditions, transit services are subject to the same closures and detours and unable to be a realistic option for people attending these events. The plan should place special emphasis on entertainment and event-based travel to recommend ways that public transit can capture a higher mode share to these types of events. Among other things, the analysis shall focus on things like:
 - Transit priority lanes (downtown and along major corridors)
 - Support and promotion of service from event sponsors
 - Integrated ticketing
 - Better airport service (not just from a tourist perspective, but also from a major employment center perspective)
 - Improved connections to and from neighborhoods
- Assess the regional transit system and identify opportunities and corridor priorities considering the State of Tennessee’s Transportation Modernization Act that provides for the use of public-private partnerships to develop choice lanes that would allow transit vehicles to use those free

of cost. The assessment will include not only service and corridor priorities but will also identify facility needs such as purportedly built park and rides and other infrastructure needs for a comprehensive project solution. This task will be a collaborative effort between TDOT and WeGo.

4.2 Operations Analysis The consultant will complete a comprehensive evaluation of current operations, including:

- Analysis of facility capacity and functionality needed for each phase of expansion (maintenance facilities, transit centers)
- Analysis of additional support staff requirements and changes required to fill those requirements for each phase of expansion to be completed successfully (including operators, operations supervisors, mechanics, and administrative staff)
- Evaluation of operating procedures including vehicle assignment, vehicle dispatching/pull-out and pull-in, real-time performance monitoring, control center operations, service interruption response, and special event management
- Evaluation of current staffing levels and responsibilities in operations dispatching, control center, and lot management roles and identification of existing gaps and deficiencies as applicable to existing and projected service levels
- Evaluation of cost and operational impacts of implementation of a 24-hour service day for major routes and associated impacts such as:
 - Staffing
 - Security
 - Infrastructure needs for different facilities including bus stops, transit centers, park and rides, and others
 - Fleet Maintenance and Service Cycles
- Emerging changes in demand and service types suggest a need to closely examine WeGo's operational deployment strategies and develop new techniques for day to day service delivery. Among these emerging services are the impacts of 24-hour service on operations, and the implementation of headway-based service management strategies on high frequency routes.

4.3 Agency Capacity The consultant will identify areas of growth for WeGo where additional resources and expertise will be required and establish a plan to enhance technical and professional knowledge for the agency. This may also include opportunities for coordination and partnerships with other public sector agencies at the local, regional or state level and/or private sector firms that can aid with specific areas of expertise. The assessment will also provide staff and organizational solutions to assist WeGo in the coordination with other partner agencies and increase of expertise in those areas of growth. At a minimum, those areas will include:

- *Major Project Management and Delivery* – With plans for new neighborhood and regional transit centers development, regional park and ride facilities, and high-capacity transit service among others, WeGo will need to be able to ramp up its ability to deliver projects on schedule, within scope, and within budget. Tools that can enhance project controls and identification of metrics for improved financial tracking would be useful.
- *Project and Community Outreach* – A key role for successful project delivery, input from community stakeholders shape the planning design and construction of transit projects. Intentional community outreach and engagement helps establish closer coordination with the community, ensure diverse public participation, and enhance agency visibility and public

relations. Reporting on project development status including transparency on budget spending will be important.

- *Real Estate & Financial Planning* – Assess ways to capitalize on investments that increase the value of land around stations and transit centers and use value capture to recoup the increases. Expertise on benefits and considerations associated with public private partnerships and alternative project delivery strategies can prove beneficial for WeGo as it enters more joint development opportunities that can also increase revenue. Additionally, identifying and projecting different costs associated with maintaining those transportation assets will be important.
- *Housing* – This closely relates to joint development opportunities and partnerships for increasing access to more affordable housing near transit service. This could be a use to be explored when developing air rights for transit centers for example.

4.4 Technology Integration Technology integration is key in creating an effective transit system and better transit service management. This task will review and identify solutions for technology integration to improve customer experience and assist WeGo in effectively coordinating and applying technology for efficient and reliable service delivery. Areas to consider under this task include, but are not limited to:

- Transit Signal Priority
- Bus Spacing Applications
- App Trip Planning and Technology Integration including first and last mile such as TNCs, car share, BCycle, and other SUMD's
- Improved Wayfinding and Customer Applications, including tools for travelers with disabilities
- Parking wayfinding and payment
- Headway Based Management and Dynamic Dispatching
- Future enhancements to fare payment technology (QuickTicket) and new partner integration
- Zero Emission propulsion fleet and infrastructure integration

Task 4 Deliverables:

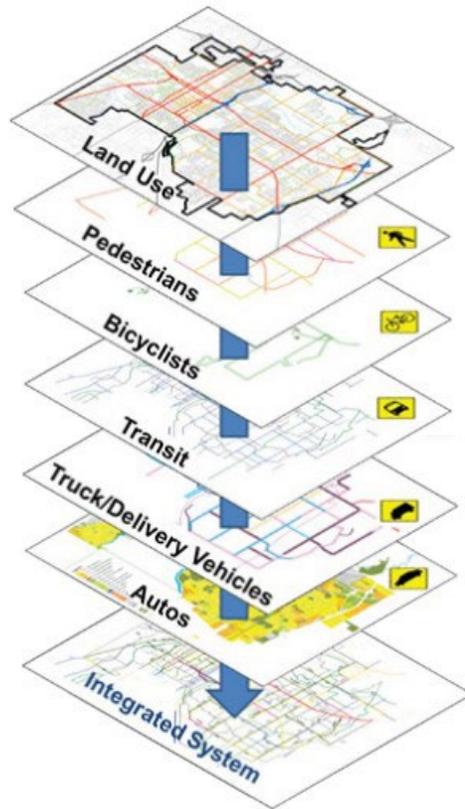
- [Summary of Analysis for each area](#)
- [Integration Solution Technology Plan](#)

Task 5 – Create Layered Network and Updated Streets Plan

The current modal hierarchy (shown in figure 1) is an important step in embracing Complete Streets but does not provide the city with a framework needed to manage conflicting priorities on individual streets, particularly when there are significant constraints. Acknowledging that not every street can meet every need, the intent of this task is to build on the system-wide modal hierarchy by establishing a layered network as described in ITE's Planning Urban Roadway Systems. The layered network will then inform the creation of updated street typologies and a new Streets Plan to replace the current Major and Collector Streets Plan.

Nashville Puts People First to Complete the Trip

- 1 **Pedestrians**
all people 
- 2 **Bicycling**
people using bikes and bikeshare 
- 3 **Transit**
people using transit 
- 4 **Moving goods**
people transporting goods 
- 5 **Car sharing**
people carpooling 
- 6 **Personal car**
people driving themselves 



Source: Institute of Transportation Engineers, 2011

Figure 1

5.1 Draft Layered Network. The consultant will create a draft layered network, building on the work performed in Task 3. The draft layered network should consider any potential conflicts between existing modal plans identified in Task 3 and recommend adjustments as needed to resolve conflicts while maintaining complete and connected networks for each mode. The consultant will expand, refine, and modify modal plans as needed to create complete networks and will establish modal hierarchies for each street, improving the safety and efficiency of the overall network. The consultant will submit the draft layered network to the project management team as an interactive web map with accompanying memo highlighting significant changes or additions to currently mode-specific plans.

5.2 Generate Draft Streets Plan with Context Sensitive Street Typologies. The consultant will use the draft layered network and modal hierarchies for each street to generate context sensitive street typologies. These context sensitive street typologies should be generated using a complete streets and safe systems approach and should reflect current best practices including current NACTO design guides.

The consultant will apply draft street typologies to individual street segments and refine street typologies as needed. With all segments that currently have more than 2 existing lanes, lanes that are too wide, or

street parking, the consultant will use available data to consider where reconfigurations/road diets could better accommodate transit, bicycles, and pedestrians, particularly when the modal priority and layered network call for prioritization of those modes. Street reconfigurations could include conversion of existing travel or parking lanes to transit lanes, bike lanes, pedestrian zones, or new blue-green infrastructure such as bioswales.

On all TDOT streets, the consultant should use the TDOT Road Diet Guidance Manual to determine high-level feasibility of road diets and reconfigurations. For any locally controlled streets the consultant should reference the FHWA Road Diet Informational Guide and “Roadway Cross-Section Reallocation: A Guide” (2022, National Academies Press). While current curb locations should not be considered ‘final’, they should be part of the evaluation when determining proposed street cross-sections to minimize high costs of relocating curbs (either widening or narrowing the street) to locations where it is most needed/beneficial.

Lastly, as the name suggests, the current MCSP focuses only on streets designated as arterials and collectors. The updated Streets Plan produced with 3MP will incorporate street typologies and typical cross-sections for additional streets to provide clearer guidance to staff and the community on the design of neighborhood and residential streets.

Where appropriate, the plan should accommodate a short-term and long-term desired cross-section for a roadway. Developing realistic cross-sections that work within existing right-of-way or with only minimal right-of-way expansion is important in enabling NDOT to address critical safety and accessibility issues. However, there will be cases where more significant widening is desirable, particularly when considering long-term plans for rapid transit. In those cases, cross-sections for both short-term and long-term should be generated.

The consultant will provide a draft updated Streets Plan to the project management team in the form of an interactive map. The consultant will also provide an accompanying memo describing the approach and highlighting significant changes from the existing MCSP.

5.3 Draft Streets Plan Workshops The consultant will hold workshops with key staff to review the draft streets plan and new street typologies. The purpose of the workshops will be to refine the draft plan and consider any changes needed/desired to the layered network and street typologies. The development of the layered network, street typologies, and an updated streets plan is an exercise in trade-offs and the workshop(s) will provide an opportunity for conversation on how to address those trade-offs. The project management team anticipates an iterative process, where challenges in applying desired street typologies to individual streets with constraints could result in additional revisions to the layered network or street typologies. The focus of the workshop(s) will be resolving those conflicts and heading off likely implementation challenges that would hinder the development of connected and integrated modal networks in the future.

5.4 Generate Final Updated Streets Plan Based on feedback from staff and workshop results, the consultant will make necessary revisions and produce a final Streets Plan. The consultant will provide an

interactive online resource as the primary format for the updated Streets Plan, with a focus on creating an easy-to-use tool for both city staff and the community. This resource should include an interactive map with modal priority and dimensions for each street segment along with direct links to more detailed and highly visual guidance on the street typologies and layered network. The consultant will also provide a more traditional report for the Streets Plan in pdf format. The pdf report will also include a clear process for future modifications/amendments to the Streets Plan, developed with relevant staff from Metro Planning and NDOT.

5.5 Review Standard Street Details and Subdivision Standards Engineering detail sheets for streets and the Subdivision Street Design Standards and Specifications are used when new streets are being built by private development or through NDOT capital projects. These detail sheets currently reflect outdated requirements for street cross-sections and pavement widths. The consultant will review and produce necessary revisions based on the new street typologies established through the 3MP.

Task 5 Deliverables:

- [Draft Layered Network](#)
- [Draft Streets Plan with Context Sensitive Street Typologies](#)
- [Workshop Materials](#)
- [Final Streets Plan \(web tool and report\)](#)
- [Revised Standard Street Details and Subdivision Street Design Standards and Specifications](#)

Task 6 – Develop and Evaluate Draft Project List

6.1 Develop Draft Project List Building on the analysis completed in Tasks 3 and 4 and incorporating community input from the initial phase of engagement, the consultant will develop a comprehensive list of potential projects including short-term, mid-term and long-term transportation improvements, roughly grouped by type. Project identification should emphasize addressing the most critical gaps and achieving the most transformative results based on the modal analysis completed in Task 3. Community engagement should also inform the identification of specific projects. Example projects could include:

- Pedestrians
 - Significant new ped/bike connections through new paths or bridges/underpasses that improve connectivity.
 - Marquee sidewalk or pedestrian realm projects that improve pedestrian comfort in critical locations
 - Pedestrianized streets or plazas that provide safety and quality of life benefits
- Bicycles and small things with wheels
 - New multi-use paths that improve connectivity and provide low-stress connections to major trip generators and other low stress facilities
 - Marquee on-street bikeway projects designed for all ages and abilities, filling critical gaps in the BLTS 1&2 network
- Transit

- Dedicated transit lanes, queue jumps, and other priority features that speed up transit where service is slowest, and ridership/demand is strongest
- Bike and pedestrian projects that improve access to transit
- Rapid transit projects that improve service quality, and increase capacity of the transit system
- Freight
 - Improved curbside management strategies to facilitate delivery of goods in critical locations
 - Improvements to truck routes to improve operations and decrease conflicts with other modes
- Cars
 - Specific strategies to manage demand and reduce congestion
 - Deployment of adaptive signal technology to improve reliability and reduce the impact of special events and other traffic disruptions
 - New streets, intersection realignments, and new bridges
- Other Multimodal projects
 - New street connections to improve connectivity
 - Multimodal hubs offering connections between modes
 - Blue-Green infrastructure projects that create more sustainable and livable streets

The consultant will work with the project management team to determine appropriate number of projects to move forward for evaluation and scoring.

6.2 Develop Performance Measures and Project Scoring System. The consultant will develop a set of performance measures for evaluating and scoring projects based on the values, goals, and priorities confirmed through public engagement. As outlined in Task 3, measures of access will be one critical component. Planning level cost estimates will be generated for all projects. The performance measures and costs will be distilled into an easy-to-understand scoring system to facilitate simple comparison of the performance of each project. The scoring system will provide a level of transparency to the evaluation process that will clearly connect project evaluation to established values, goals, and priorities. The project scoring system will also serve as a framework to guide decision making beyond the life of this particular project.

6.3 Develop Project Summary Sheets and Interactive Map The consultant will generate a template for simple, graphic-heavy project summary sheets that describe projects and score them based on the established measures and scoring system. Project summary sheets will be organized based on type and posted to the project website. Projects and project scoring will also be mapped into an interactive web map to facilitate community engagement. The web map will incorporate or be paired with a survey allowing the community to provide feedback. This could include a ‘create your own scenario’ format for respondents to choose distribution of funding by project type and/or to rank/prioritize projects.

Task 6 Deliverables:

- [Draft Project List](#)
- [Performance Measures and Project Scoring System](#)
- [Engagement Materials including Project Summary Sheets, Interactive Map, and Survey](#)

Task 7 Draft Updated Transit Plan

7.1 Financial Analysis Based on the feedback from previous tasks, develop a financial analysis of the proposed transit options for WeGo. The consultant shall project operating costs and revenues for proposed service changes and for proposed capital improvements. In addition, the consultant shall identify and recommend an annual financing plan for operations and capital improvements based on current and expected funding sources. The analysis shall include consideration of opportunities for dedicated revenue streams of funding for transit.

7.2 Implementation Plan Building on all the previous tasks, the consultant will develop a comprehensive recommended plan for implementation. The recommendations shall be divided in short, mid, and long-range terms within a 25-year window. The final plan will include all necessary steps to plan, design, construct needed infrastructure, operate transit services, execute the plan, and continually evaluate and provide for future expansion of transit service.

Task 7 Deliverables:

- Draft Transit Plan

Task 8 – Create Final 3MP Plan

8.1 Develop Investment Scenario Following phase two public engagement, the consultant will develop a scenario with a combination of projects based on the technical evaluation and community input. The size/scale of this scenario will be determined in coordination with the project management team but will consider recent capital spending levels and any anticipated increased investment in the transportation system. The goal will be to strike the right balance between the desire for a plan that is ambitious and transformative and one that is reasonable to implement over the 25-year planning horizon.

8.2 Model and Evaluate Investment Scenario The consultant will utilize the GNRC Travel Demand Model to understand potential impacts of the scenario on VMT, congestion, and mode share. Project evaluation measures will be adapted to measure overall performance of the scenario as it relates to the values, goals, and priorities identified during public engagement. Based on results of evaluation and model runs, additional adjustments to the investment scenario may be required.

8.3 Final Transit Plan The consultant will revise the Draft Transit Plan developed in Task 7 based on public engagement and coordination with the draft project list and overall 3MP Plan.

8.4 Create Final 3MP Report The consultant will prepare a final 3MP report, describing the final investment scenario, along with the results of the modeling and evaluation of that scenario. The final report should also compile and organize all previously produced interim documents including:

- Transportation System Assessment
- Summary of Community Engagement
- Draft Project List and Scoring

Lastly, the final plan document will include an Implementation Plan. This plan will incorporate any additional recommendations for policy changes and programs to facilitate successful plan implementation. It should include strategy papers on areas of need including Concurrency, Access Management, Utility Coordination, Maintenance Challenges, or any other needs identified during the planning process. The implementation plan should also address ongoing management of updates to the Streets plan and overall Mobility Plan. A timeline for implementation with project phasing should also be included along with an overview of possible funding strategies.

Task 8 Deliverables:

- Final Scenario with Model Results and Evaluation
- Final Transit Plan
- Final Multimodal Mobility Plan (3MP)

The following available data shall be provided by Nashville MTA to the selected consultant upon the start of the project and upon request.

Data Type	Provided by Nashville MTA or Partner Agency
On-board Origin/Destination survey completed in 2017 & 2022	Yes
Ridership information obtained from MTA Fare box Data	Yes
Ridership information obtained from MTA Automated Passenger Counters	Yes
Annual Ridership information collected for National Transit Database	Yes
GIS Shape files of MTA Routes, Stops, Benches and Shelters	Yes
Big Transportation Data Analytics (Replica)	Yes
Existing streets with classifications (GIS centerline files)	Yes (NDOT)
Existing & Planned Sidewalks	Yes (NDOT)
Existing and Planned Bikeways with available BLTS data	Yes (NDOT)
Crash Data	Yes (NDOT)
Vision Zero High Injury Network and Priority intersections/corridors	Yes (NDOT)
Highly Vulnerable Areas based on GNRC analysis (GIS layer)	Yes (NDOT)
Existing rail route (GIS line file)	Yes
Traffic counts	Some (NDOT/TDOT)
Transit Vehicle Speeds Data (Swiftly)	Yes
Current and projected population figures	Yes (GNRC)
Current and projected employment figures	Yes (GNRC)
Regional Travel Demand Model data access	Yes (GNRC)
Socio-economic data	Yes (Metro Planning)
Trip purpose analysis (HBW, HBO, and NHB)	Some
Peak hour travel times	Yes
Land use- Community Character Policy and supplemental policy	Yes (Metro Planning)
Zoning	Yes (Metro Planning)
Parcels	Yes (Metro Planning)
Housing Data including distribution of housing types, age, tenure type, property values, rents, vacancy rates	Yes (Metro Planning)
Commercial property data including property values, sq. footage, business type, vacancy rates	Yes (Metro Planning)
Aerial photography	Yes (Metro Planning)
Rivers/streams, wetlands, floodplains/floodways	Yes (Metro Planning)

Topography	Yes (Metro Planning)
Historic Sites	Yes (Metro Planning)
Hazardous materials sites	Yes (Metro Planning)
MDHA Promise Zones	Yes (Metro Planning)
Political Districts	Yes (Metro Planning)
Current and Planned Metro Projects	Yes (Metro Planning)
Previous and/or on-going Transportation Studies	Yes
Other Applicable Area Studies	Yes
Demand Response Comprehensive Operations Review	Yes

B. EVALUATION CRITERIA

The Evaluation Committee will evaluate proposal submissions on the following factors.

Evaluation Criteria and Point Score Allocation:

Criterion	Standard	Points Value
Project Approach/ Work Methodology / Availability	Does the proposal reflect a thorough, thoughtful, creative approach to the tasks? Is there evidence of a clear understanding of the project objectives, methodology to be used, and results that represent goals desired from the project? Is the proposed approach unique and innovative? Is the proposed public outreach comprehensive and accessible to a wide range of participants and stakeholders? Does it include an innovative approach and multiple tools to collect public feedback? Can the work be completed in the necessary time? Can the target start and completion dates be met? Are other qualified personnel available to meet the project schedule if required? Is the project team available to attend meetings as required by the Scope of Work? Is the proposed staff assigned to the project availability of principal personnel and the extent of work that may be subcontracted, suitable for the project partners? Does the proposer express why their firm is best suited to fulfill the requirements of the RFQ? Does the proposal demonstrate that the proposer can deliver all required tasks?	50
Firm's Qualifications and Experience	What is the proposer's recent (last five years) experience representing governmental clients, particularly transit agencies, departments of transportation, and government agency policy-making boards? Does the proposer demonstrate knowledge and experience in the requested services? Does the proposing team have experience in providing all the required elements of this project?	25
Project Team/Key Personnel	Are the key personnel or project team's previous experience relevant to the requested scope? Have the key personnel previously performed the elements in the scope of work? Is the key personnel appropriately and clearly identified and matched to the requested scope of work and deliverables? Do the other personnel who will be working on the project have the necessary skills and experience to successfully provide the services? Is the proposed availability sufficient to meet the Agency's	25

	needs? Are the personnel proposed for engagement guaranteed to have availability to provide the services being proposed? Does the proposed team include an appropriate mix of personnel and subs to provide the services successfully and efficiently?	
Total Points		100

Nashville MTA reserves the right to conduct negotiations with the top-ranked proposers to reach final agreement on specific terms of the Services Contract. Proposals should be submitted initially on the most favorable and cost-effective terms.

C. QUALIFICATION SUBMISSION REQUIREMENTS

Proposal submissions shall include all of the items listed below in the order shown. Each section should be clearly labeled, with pages throughout the entire proposal consecutively numbered. This format is necessary for evaluation purposes.

Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFQ. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

Submissions shall include individual sections (Part 1, Part 2, Part 3, Part 4, Part 5, and Part 6) indexed in the order outlined below. Submissions shall list questions and responses and/or attachments as numbered and listed within each section. The contents of each section should be concise and should address the scope of work, team and key personnel qualifications, and evaluation criteria.

GENERAL SUBMISSION REQUIREMENTS:

Submissions must conform to the page count limits specified in each section. Photos, graphics, charts, and other materials are to be included in the page number count required in each section. Text font size is to be no smaller than 10 throughout the entire proposal submission; all pages in the submission are to be 8 ½" x 11", standard size. Proposers are advised that the evaluators may elect to print some or all pages of the proposal submission to facilitate review. Proposers are advised to consider how a proposal submission will look when printed on a standard office copier.

PART 1:

COVER PAGE AND COVER LETTER

All proposals shall be accompanied by a cover letter of introduction and executive summary of the proposal that shall not exceed **forty (40) consecutively numbered (1-10) pages**.

The cover letter and executive summary shall:

1. Briefly introduce the proposing firm, including a concise summary of the proposer's key experience, years of service, and firm/business entity history.
2. Clearly state the responsible contact person's title and contact information.
3. Describe the proposer's qualifications for successfully providing the requested services.
4. Describe the team that will be assigned to the proposed project. Summarize the roles, responsibilities, and qualifications of all personnel working on this project and the relevancy of similar assignments completed by key personnel.
5. A list of subcontractors and outside consultants that the Proposer will use (if any) in the performance of the services, including a description of how they will be managed.
6. Describe the proposer's experience in the last five (5) years that is most comparable to the size and technical needs detailed in this RFQ. Include a brief description of the services provided, the schedule from start to finish, the budget, and to what extent they were satisfied, along with a contact person, one public sector live point of contact. Proposers are advised that current or previous work for Nashville MTA is not should not be used as a reference. Proposers should verify the reference's contact information before including the reference in the submission. **References contact information is to be provided on Form 11 – References.**
7. Provide a list of current projects, including the original and current status of the project schedule and budget.
8. A statement of financial solvency and capacity of the firm.

PART 2:

PROJECT APPROACH / WORK METHODOLOGY

This section should include a detailed discussion of the proposer's approach to the project. Proposers should submit no more than **ten (10) consecutively numbered pages for this section**. This section should include, at minimum:

1. Explain your understanding of the requirements of this Request for Qualification.
2. Describe your project approach and implementation plan (including timeline) for this project.
3. The proposer's communication plan. Describe your approach to conducting meetings/presentations with stakeholders and board members.
4. Provide the proposed time schedule for each task and deliverables.
5. What are your expectations from the project partners, including Support Staff and resources?
6. Project Management Plan – indicate reporting mechanism and format.

7. Quality Assurance Plan – including ISO certificates, if any.
8. Describe the software you intend to utilize throughout the study.

PART 3

PROJECT TEAM

This section, which shall be no longer than **five (5) consecutively numbered pages** (excluding team member resumes) should include a detailed discussion of the full proposal team including the relationship between sub consultants and the prime, how the team will be integrated to ensure a cohesive work product, and a representation of each team member’s qualifications. At a minimum, this section must include:

1. A Project Team Organization Chart that identifies the partnership with participating subconsultants, responsibilities, and key personnel. The Organization Chart should indicate which tasks each firm and/or individual will be assigned.
2. A summary of the proposing team’s qualifications to successfully provide the services for which the proposer is submitting a proposal.
3. Resumes for Project Team Members. Note: Resumes should be presented in an Appendix to Part 3. Resumes must be limited to **one 8 ½” x 11”** page per individual and must identify the member of the proposing team with which the individual is affiliated, the length of time the individual has worked at the firm, the individual’s primary work location, and indicate the individual’s previous experience performing the tasks to which the individual is assigned as well as the individual’s specific experience with bus-oriented public transit agency. Resumes are to be submitted for only those personnel who will actually be assigned work on the project.
4. A chart that details the availability of the Project Team and key personnel.
5. An acknowledgment that key individuals named in the proposal will not be replaced without advance notice and approval by the Agency and that replacement personnel will be subject to the Agency’s approval.
6. A disclosure of any potential conflicts of interest that may affect the proposing team’s or any key person’s ability to perform an assignment for the Agency.

PART 4:

ACCEPTANCE OF THE PROPOSED CONTRACT TERMS AND CONDITIONS

If a proposer has exceptions to the contract terms, the Scope of Work, or any other aspects of the RFQ, the proposer MUST include the exceptions in this section. Proposers are advised that Nashville MTA WILL NOT consider changes to contract terms that are raised after the proposals have been evaluated. Submissions that include statements that exceptions to contract terms and conditions will be provided if the proposer is selected for contract negotiation will be deemed non-responsive and will not be evaluated.

Nashville MTA will not consider changes to Exhibit A, Federal Transit Administration Clauses, or Exhibit B, State of Tennessee Clauses.

PART 5 :

FTA REQUIRED FORMS

The Agency requires proposers to complete and submit with the RFQ all forms indicated in the Forms section. If a form is not applicable to the proposal or the proposing organization, ***please indicate not applicable and SUBMIT.***

Cost Form1 <i>INTENTIONALLY OMITTED</i>	Forms 6 A - 6D Disadvantaged Business Enterprise Program	Form 11 - References	Insurance Certificate (not required with proposal submission)
Form 2 Acknowledgment of Addenda	Form 7 Certificate of Authority	Form 12 Affidavits	DBE Certificate (may be requested for DBE status verification)
Form 3 Affidavit & Information Required for Proposers	Form 8 Certification of Restrictions on Lobbying	Form 13 Notice to Contractor	License (not required for this solicitation)
Form 4 Proposer’s Certification of Eligibility	Form 9 Certification of Debarment, Suspension Primary	Forms 14 and 15 - Buy America <i>INTENTIONALLY OMITTED</i>	Permits (not required for this solicitation)
Form 5 Compliance with Specifications	Form 10 Certification Debarment, Suspension Lower-Tier	Form 16 Subcontractor Utilization Plan	

D. REQUIRED FORMS

FORM 2

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the Proposal documents: (If none received, write none)

ADDENDUM NUMBER: _____ DATED: _____
 ADDENDUM NUMBER: _____ DATED: _____
 ADDENDUM NUMBER: _____ DATED: _____
 ADDENDUM NUMBER: _____ DATED: _____

NOTE: Failure to acknowledge receipt of all addenda may cause the proposal submission to be considered non-responsive to the RFQ. Acknowledged receipt of each addendum must be clearly established and included with the proposal submission.

Company

Authorized Signature /Date

Name Printed

Title

FORM 3

AFFIDAVIT OF NON-COLLUSION

Affidavit and information required for Contractor:

I hereby swear, or affirm, under the penalty for perjury:

(1) That I am the Contractor (if the Contractor is an individual), a partner in the Proposal (if the Contractor is a partnership), or an officer or employee of the proposing corporation with the authority to sign on its behalf (if Contractor is a corporation).

(2) That the attached Proposal or Proposals or any subsequently submitted best and final offer have been arrived at by the Contractor independently and have been submitted without collusion with, and without any agreement, understanding, or planned course of action with, and other vendor of materials, supplies, equipment, or services described in the Request for Qualification s, designed to limit independent proposing or competition.

(3) That the contents of the Proposal or Proposals have not been communicated by the Contractor, or its employees, or agents, to any person not an employee, or agent of the Contractor or its surety on any bond furnished with the Proposal or Proposals; and

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

Company

Authorized Signature /Date

Name Printed

Title

Subscribed and sworn to before me the _____ day of _____, 20____.

Notary Public

My commission expires: _____

FORM 4

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The _____ (Name of Contractor) hereby certifies that (Check appropriate box) is or is not included on the United States Comptroller General's "Consolidated List of Persons or Firms Currently Debarred for Violation of Various Public Contracts Incorporation Labor Standards Provision"

Company

Authorized Signature /Date

Name Printed

Title

SAM Number

DUNS Number

NOTE: The System for Award Management (SAM) is an official website of the U.S. government.

There is no cost to use SAM. You can use this site for FREE to:

- Register to do business with the U.S. government
- Update or renew your entity registration
- Check status of an entity registration
- Search for entity registration and exclusion records

<https://www.sam.gov>

Subscribed and sworn to before me the _____ day of _____, 20____.

Notary Public

My commission expires: _____

FORM 5

COMPLIANCE WITH SPECIFICATIONS

In submitting a Proposal the Contractor is sufficiently informed in all matters affecting the RFQ, and that the Contractor has checked the Proposal for errors and omissions and hereby states that they will comply with the specifications in all areas including approved equals and addenda that were granted by the Agency.

Company

Authorized Signature /Date

Name Printed

Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires _____

FORM 6 – B

DBE GOALS – COMMITMENT TO DBE (DBE PARTICIPATION FORM)

Acknowledgement: Solicitation Number: _____ has a minimum DBE participation goal of ____%.

The undersigned has satisfied the requirements of the of the bid/proposal's DBE goal in the following manner (please complete the appropriate spaces):

1. **Self-Performance:** The proposer, a certified DBE firm, is committed to **meeting or exceeding** the DBE goal through self-performance.
2. **Self-Performance & Percentage Participation:** The proposer, a certified DBE firm, is committed to **meeting or exceeding** the DBE goal, with a minimum of ____% self-performance and a minimum of ____% DBE subcontracting participation on this contract.
3. **Percentage Participation:** The proposer is committed to **meeting or exceeding** the DBE goal, with a minimum of ____% DBE subcontracting participation on this contract.
4. The proposer is **unable to meet the required minimum DBE goal** and is **committed to** ____% DBE utilization on this contract and **submits documentation demonstrating good faith efforts**.
5. The proposer is **unable to meet the required minimum DBE goal** and **submits documentation demonstrating good faith efforts consistent with Appendix A of 49 CFR 26. The Proposer should attach as many pages as necessary to provide a full and complete narrative and supporting documentation of good faith efforts made (See Form 6-C).**

It is the present intent of the Proposer to utilize the specific DBE firms identified on Form 6 – D: DBE Utilization Plan in the execution of this contract. If for any reason, one or more of the DBE identified are unable or unwilling to participate, the Proposer will make good faith efforts to replace the DBE with a similar DBE.

Note: The Business Diversity Office will only credit DBE participation that is performed by a TNUCP-certified entity at the time of submission.

Firm/Company Name: _____

Printed Name: _____ **Title:** _____

Signature: _____ **Date:** _____

**NASHVILLE METROPOLITAN TRANSIT AUTHORITY
GOOD FAITH EFFORT DOCUMENTATION FORM**

CONTRACT NAME: _____

NAME OF CONTRACTOR: _____

*If Contractor is unable to meet the required DBE goal, the Contractor should include all necessary information to provide a full and complete narrative with proposal detailing reasons for Contractor’s inability to meet DBE goal. Contractor’s must provide the requested information below:

Please use as many sheets as necessary to document your efforts.

0 DBE Firm Name & Address	Contact Person & Phone Number	NAICS Code: Services or Materials	Reason Rejected

Contractor’s Authorized Signatory

Date

NASHVILLE METROPOLITAN TRANSIT AUTHORITY
DBE UTILIZATION PLAN

CONTRACT NAME: _____

NAME OF CONTRACTOR: _____

The following Disadvantaged Business Enterprises (DBE)s will be used on this Contract:

Please use as many sheets as necessary

(A) DBE Firm Name & Address	(B) Contact Person & Phone Number	(C) NAICS Code: Services or Materials	(D) DBE Contract Value
Total DBE Contract Value (E)			
Total Proposed Contract Value(F)			
Total DBE Contract Value (E) divided by Total Proposed Contract Value (F) = DBE %			

Contractor's Authorized Signatory

Date

FORM 7

CERTIFICATE OF AUTHORITY

I hereby declare and affirm that I am:

CONTRACTOR IS A CORPORATION

CONTRACTOR IS A PARTNERSHIP

CONTRACTOR IS AN INDIVIDUAL

CONTRACTOR IS A JOINT VENTURE

I, the undersigned, as certified authority of the organization submitting the foregoing Proposal, hereby certify that under and pursuant to the By-Laws and Resolutions of said organization, each officers who has signed Proposals on behalf of the corporation, including the foregoing assurance of irrevocability, is fully and completely authorized so to do.

Company

Authorized Signature /Date

Name Printed

Title

Subscribed and sworn to before me the _____ day of _____, 20____.

Notary Public

My commission expires: _____

FORM 8

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I _____ hereby certify on behalf of _____
(Name of Official) (Name of Contractor)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Company

Authorized Signature /Date

Name Printed

Title

FORM 9

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION PRIMARY PARTICIPANT

The prospective contractor certifies, by submission of this Proposal, that neither it nor its “principals” as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency as defined at 49 CFR 29.940 and 29.945.

The contractor must comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its Proposal, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Agency. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company

Authorized Signature /Date

Name Printed

Title

FORM 10

CERTIFICATION OF LOWER-TIER PARTICIPANTS

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The prospective lower tier participant contractor certifies, by submission of this Proposal, that neither it nor its “principals” as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency as defined at 49 CFR 29.940 and 29.945.

By signing and submitting its Proposal, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Agency. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company

Authorized Signature /Date

Name Printed

Title

FORM 11

CONTACT INFORMATION OF SIMILAR CONTRACTS/REFERENCES

Proposers are advised that current or previous work for Nashville MTA, DTO or RTA is not to be used as a reference. Proposers must provide the name of the project, the work the proposer performed, the name of the client, contact name, telephone, and email address. Proposers should verify the reference’s contact information before including the reference in the submission.

Subcontractors that will be performing key elements of the scope should submit separate references that reflect the work the subcontractor will be performing on this project.

1. _____

2. _____

3. _____

4. _____

Company Name

Authorized Signature /Date

Name Printed

Title

FORM 12

AFFIDAVITS

State of _____ County of _____

As used herein, "Contractor" will include Proposers.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Title) of _____ (Contractor), and that Contractor is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Contractor has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Contractor is current on its payment of all applicable gross receipt taxes and personal property taxes.

Contingent Fees: In accordance with the Metropolitan Government's 1992 Procurement Code, and the Agency Purchasing Policy and FTA rules it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a the Agency contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Contractor has not retained anyone in violation of the foregoing.

Non-Discrimination: After first being duly sworn according to law, the undersigned (Affiant) states that by its employment policy, standards, and practices the Contractor does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Contractor is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

It is the policy of the Agency, FTA and the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of its contract with the Agency, Contractor certifies and warrants it will comply with this policy.

Company

Authorized Signature /Date

Name Printed

Title

Sworn to and subscribed before me on this ___ day of _____, 20___.

Notary Public

My commission expires: _____

FORM 13

NOTICE TO CONTRACTOR

The Contractor hereby agrees that the Chief Executive Officer and or the Board of Directors have the right to reject any or all Proposals and to waive informality in any Proposal and the Contractor shall not dispute the correctness of the quantities used in computing the best, responsive proposal.

Company

Authorized Signature /Date

Name Printed

Title

FORM 14 - BUY AMERICA CERTIFICATION- INTENTIONALLY REMOVED

FORM 15 - BUY AMERICA CERTIFICATION – INTENTIONALLY REMOVED

V. CONTRACT DOCUMENTS, GENERAL TERMS AND CONDITIONS, AND STANDARD CLAUSES

5.1 CONTRACT DOCUMENTS

Any contract resulting from this RFQ shall include the following;

- Request for Qualifications No. 2023140 and all Addenda
- Proposer's Offer and Guarantee
- Proposal Award/Contract and all related Exhibits
- Federal Transit Administration Clauses– Exhibit A of the Contract
- State of Tennessee – Exhibit B of the Contract

The Contractor and appropriate parties of the Agency will sign to execute contract.

Proposers are bound to all terms and conditions of the solicitation, solicitation addenda, contract, and contract exhibits including Federal Transit Administration and State of Tennessee clauses. See Contract Exhibits A and B for FTA and State contract clauses.

Federal requirements apply to this procurement and any future contract. If those requirements change then the most recent requirements shall apply. The Federal Government requires that activities financed in part, with Federal funds, and performed by a third party contractor and/or its subcontractors on behalf of the Agency must be in accordance with Federal requirements.

All subcontracts and subcontractors employed under this contract are subject to the same conditions and regulations as set forth herein unless specifically exempted.

The prime contractor shall ensure that its subcontractors at all tiers are aware of and comply with these Federal regulations. The prime contractor is liable for subcontractor's compliance failures. Failure to comply will render the prime contractor responsible for damages and/or contract termination.

5.2 GENERAL TERMS AND CONDITIONS

1. GENERAL REQUIREMENTS

The Parties shall fully cooperate with one another, and shall take any additional acts that may be necessary, appropriate or convenient to attain the purposes of this proposal and any contract entered into.

2. PROPOSER AFFIDAVITS NON-COLLUSION

The proposer guarantees that the proposal submitted is not a product of collusion with any other Proposers and no effort made to fix the proposal price of any proposers, or to fix any overhead, profit or cost elements of any proposal price. An affidavit of non-collusion form is included and must be signed and submitted with the proposal.

3. INSURANCE REQUIREMENTS

During the term of the Contract, the selected proposer shall, at its sole expense, obtain and maintain in full force and effect for the duration of the Contract and any extension hereof the types and amounts of insurance identified in the Contract, **Section 12 – Insurance**.

Upon request, and to be considered for contract award, the proposer must provide a Certificate of Coverage with the Nashville Metropolitan Transit Authority named as Certificate Holders.

The proposer shall indemnify and hold harmless the Agency from any and all damages, loss or injury, lawsuits, claims, demands or liens resulting from any performance of proposer’s employees or subcontractors.

4. INTEREST OF MEMBERS OF NASHVILLE MTA

No member of the governing body of Nashville MTA, other officer, employee or agent of the agency who exercise any functions or responsibilities in connection with the carrying out of the activities, to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

5. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS AND STATE OFFICIALS

No member of the governing body of Metropolitan Government of Nashville and Davidson County, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of activities to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract. No part of the proceeds shall be paid directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation or gifts in exchange for acting as officer, agent, employee, subcontractor, or proposer to the Agency in connection with any work contemplated or performed relative to this Contract.

6. INTEREST OF MEMBERS, OR DELEGATES TO CONGRESS

In accordance with 18 U.S.C. Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract, or to any benefit arising there from.

7. INTEREST OF THE PROPOSERS

The proposer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The proposer further covenants that no person having such interest shall be employed in the performance of this Contract.

8. WORKERS COMPENSATION ACT

The proposer shall comply with the State Law known as the Workers’ Compensation Act and shall pay into the State insurance fund the necessary premiums required by the Act to cover all employees furnishing said services to the Agency, and under the control of the proposer, and shall relieve the Agency from any costs due to accidents and other liabilities mentioned in said Act.

9. SOCIAL SECURITIES ACT

The proposer shall be and remain an independent proposer with respect to all services performed and agrees to and does accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, and retirement benefits or annuities imposed under any State and Federal law which are measured by the wages, salaries, or other remunerations paid to persons by the proposer for work performed under the terms of this contract. The proposer agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or may be issued or promulgated under laws authorized by State or Federal officials; and proposer also agrees to indemnify and save harmless the Agency from any contributions or liability therefore.

10. EQUAL EMPLOYMENT OPPORTUNITY

In implementing the Project/Contract, the proposer may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age or national origin. The proposer agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The proposer shall insert the foregoing provisions (modified only to show the particular contractual relationship) in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

11. AUTHORITY TO ENTER CONTRACT

The proposer has all requisite power and authority to conduct its business and to execute, deliver, and perform services specified in the proposal and any Contract that may be issued. The proposer warrants that the individuals who have signed the proposal have the legal right and authority to bind the proposer.

12. AUTHORIZATION OF PROPOSAL

If the proposal is made by an individual doing business under an assumed name, the proposal shall so state. If the proposal is made by a partnership, the full name and addresses of each member and the address of the partnership shall be given and the proposal shall be signed by one member thereof. If the proposal is made by a corporation, it shall be signed in the corporate name by an authorized officer. If the proposal is made by a joint venture, the full name and address of each member of the joint venture shall be given and the proposal shall be signed by each venture. Form(s) is included to be filled out and submitted with the proposal.

13. SUBCONTRACT APPROVAL

Proposers shall contain a provision making the subcontractor(s) subject to all provisions stipulated in the Contract. The proposer shall be fully responsible for all services performed by any subcontractor.

14. COST/PRICE ANALYSIS

The Agency reserves the right to conduct a cost or price analysis for any purchase or service. The Agency may be required to perform a cost/price analysis when competition is lacking for any purchase. Sole source procurements or procurements which result in a single proposal received, will be subject to a

cost/price analysis, which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of the data to determine the effect on proposal prices. The Agency may require a pre-award audit, and potential proposers shall be prepared to submit data relevant to the proposed work which will allow the Agency to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State, and local regulations. Procurements resulting in a single proposal will be treated as a negotiated procurement and the Agency reserves the right to negotiate with the single proposer to achieve a fair and reasonable price. If both parties cannot agree upon a negotiated price, the Agency reserves the right to reject the single proposal.

All contract change orders or modifications will be subject to a cost analysis.

15. PRICING

The price quoted in any proposal submitted shall include all necessary cost to complete the services in accordance with the specifications. Anything omitted from such specifications, which are clearly necessary, shall be considered a portion of such cost although not directly specified or called for in the specifications. Proposers should note discounts.

16. PROMPT PAYMENT

The proposer agrees to pay each subcontractor for satisfactory performance of its contract no later than fifteen (15) days from receipt of each payment the proposer receives from the Agency. Any delay or postponement of payment may occur only for good cause following written approval of the Agency. This clause applies to both DBE and non DBE subcontractors. If the proposer determines the work to be unsatisfactory, it must notify the Agency immediately, in writing, and state the reasons. Failure to comply with this requirement would be construed to be a breach of contract and subject to contract termination.

17. PROTEST

A. Definitions for Purposes of the section

The term “days” refers to working days of the Authority.

The term “interested party” means any person (a) who is an actual proposer or prospective proposer in the procurement involved, and (b) whose direct economic interest would be affected by the award of the contract or by a failure to award the contract.

Note – WeGo will notify FTA regional office when it receives a third-party contract protest on a contract with substantial FTA funds (projects over \$500,000), and keep FTA informed about the status of the protest.

B. The Agency will hear and consider a bona fide protest regarding its procurement actions. It is anticipated that the majority of protests will be evaluated and finally decided by the Authority. Accordingly, the Authority intends to provide a thorough review of all bona fide proposal protests. The Authority’s primary concern, however, is the timely procurement of needed capital equipment, supplies or services. It does not intend to allow the filing of protests to unnecessarily delay the procurement process, especially if the protest involved is vexatious or frivolous in nature.

Notwithstanding the availability of these protest procedures, any interested party is encouraged to exhaust all methods described in this section of resolving an issue before filing a formal protest with the Authority. In its consideration of a protest, the Authority reserves the right to give due consideration to the good faith efforts of the protestor to resolve the issue involved through informal methods.

C. Submission of Protest

Any interested party may file a protest with the Authority on the basis that the Authority has failed to comply with applicable Federal or State Regulations or with the Authority's Procurement Process. The protest must be filed in accordance with the timing requirements set forth in subsection D. "Types of Protests and Timing" of this section, and must include: **The name, phone number, e-mail and address of the protestor.**

The proposal and proposed contract number of the proposal.

A statement of grounds for the protest, a statement as to what relief is requested, and the Federal or State law or Authority Process alleged to have been violated. This statement should be accompanied by any supporting documentation the protesting party desires the Authority to consider in making its decision. Protest(s) should be submitted to:

Director of Procurement and Business Diversity
430 Myatt Drive
Nashville, TN 37115
Vince.Malone@nashville.gov

D. Types of Protests and Timing

The requirement for timely filing of protest with the Authority will depend upon the type of protests involved. The Authority will consider the following three types of protest by interested parties:

1. Protest regarding Proposal

Any protest regarding the proposal must be filed no later than five (5) business days before proposal due date. Any protest filed after that date regarding the proposal will not be considered by the Authority.

This type of protest would include any claim that the proposal contained exclusionary or discriminatory specification, any challenge to the basis of award, or any claim that the proposal documents or the proposal process violated applicable Federal or State law, or that the Authority failed to follow its procurement process in the proposal solicitation.

2. Protests regarding Requirements and Responsiveness

Any protest regarding the requirements and responsiveness of the proposal by the Authority must be filed with Authority no later than five (5) business days after receipt of letter of notification of non-responsiveness. Any protest filed after such date regarding the requirements and responsiveness will not be considered by the Authority.

This type of protest would include any challenge to determinations by the Authority of the responsiveness of or the responsibility of a proposer, or any claim that the requirements and responsiveness of the proposal violated Federal or State law or the Authority's procurement process.

3. Protest Regarding Receipt of Non-Award Notification

Any protest regarding the award of the contract must be filed no later than five (5) business days after receipt of Non- Award Notification. Any protest regarding the award of the contract filed after that date will not be considered by the Authority.

This type of protest will only be entertained by the Authority if the protestor is able to demonstrate that the party awarded the contract fraudulently represented itself as a responsible proposer or that the Authority violated Federal or State regulations or its procurement process in the award of the contract.

E. Authority Response

The Authority will notify the protestor five business days after receipt of a protest and may, where appropriate, request additional information from the protestor. The Authority may, at its discretion, meet with protestor to review the matters raised by the protest. The Authority's consideration of the particular types of protests will, except as otherwise stated in subsection 2. "Decisions by Authority" of this section E. "Authority Response" in accordance with the following provisions:

1. Types of Protests

a. Protest regarding the proposal

Upon receipt of a timely filed protest regarding the proposal, the Authority will postpone the opening until resolution of the protest. No additional proposals will be accepted during the period of postponement.

If the protest regarding the proposal involves a claim of unduly restrictive or exclusionary specifications, the Authority will, in evaluation of the protest, consider both the specific need of the Authority for the feature or item challenged and any effects on competition of including the specifications regarding that feature or item. If the Authority determines that such feature or item was included in the specification in order to meet justified and valid transit needs of the Authority and was not unduly restrictive of competition or designed to exclude a particular competitor, then the Authority will have grounds to deny the protest.

b. Protest regarding requirement and responsiveness

Upon receipt of a timely filed protest regarding the requirements responsiveness, the Authority will suspend its evaluation of all proposals submitted until resolution of the protest, if the Authority determines that the protestor has established that there are reasonable doubts regarding the responsiveness of a proposal or the responsibility of a proposer or regarding the Authority's compliance with Federal or State Regulations or its procurement process.

c. Protests after non-award notification

Upon receipt of a timely filed protest regarding the non-award notification, the Authority will not proceed with contract, if necessary, until the resolution of the protest if the Authority determines that the protestor has established a prima facie case that the contract was awarded fraudulently or in violation of that Federal or State Regulations or the Authority's procurement process.

2. Decisions by Authority

As indicated above, in most instances the Authority will suspend the procurement process upon receipt of a bona fide protest. However, the Authority reserves the right, notwithstanding the pendency of a protest, to proceed with the appropriate action in the procurement process or under the contract in the following cases:

- A. where the item to be procured is urgently required.
- B. where the Authority determines that the protest was vexatious or frivolous; and
- C. where delivery or performance will be unduly delayed or other undue harm will occur, by failure to make the award promptly.

After reviewing the protest submitted under this section, the Authority will issue a written decision of the basis of the information provided by the protestor, the results of any meetings with protestor, and the Authority's own investigation. If the protest is upheld, the Authority will take appropriate action to correct the procurement process and protect the rights of the protestor, revised evaluation of Proposal or Authority determinations, or termination of the contract. If the protest is denied, the Authority will lift any suspension imposed and proceed with the procurement process. If the protestor is not satisfied with the response of the Director, the protestor may appeal in writing to the Chief Executive Officer or the CEO's designee ("CEO"), within five (5) business days from the date of the Director's response. The CEO, in his or her sole discretion, shall determine if the protest has been given fair and reasonable consideration by the Director, or if additional information is needed or consideration is warranted. The CEO will provide a response within ten (10) business days after receipt of the appeal. The CEO's decision is final and no further action on the protest shall be taken by Nashville MTA. By written notice to all parties, the Director or CEO may extend the time provided for each step of the protest procedures, extend the date of notice of award, or postpone the award of a contract if deemed appropriate for protest resolution.

F. FTA Protest Procedure

Note – WeGo will notify FTA regional office when it receives a third-party contract protest on a contract with substantial FTA funds (projects over \$500,000), and keep FTA informed about the status of the protest. A protestor must exhaust all administrative remedies with the Authority before pursuing a protest with FTA. An appeal to FTA must be on the grounds of a federal concern. Protesters must raise any federal matters arising out of the agency's award of a third-party contract within five (5) business days of the agency's final decision of the bid protest as set forth in the Best Business Practice Manual section 4.9.

18. ADDITIONAL SERVICES REQUEST

The Agency reserves the right to request Additional Services under this proposal that may not be specifically identified within. Proposers are encouraged to identify and provide supporting statements for

any other area(s) of services not listed in the Scope that may be related to Additional Services and the work of the Agency.

19. PROPOSED CONTRACT ALTERATIONS

No alterations or variables in the terms of the proposal and /or of the proposed contract shall be valid or binding upon the Agency unless authorized in writing by the Agency.

20. ASSIGNABILITY

Any public Agency (i.e., city, district, public Agency, municipality, and other political subdivision or any FTA-funded entity) shall have the option of participating in any award made as a result of a proposal and/or contract at the same prices, terms and conditions. The Agency reserves the right to assign any or all portions of Services awarded under this proposal and/or contract. This assignment, should it occur, shall be agreed to by the Agency and the proposer. Once assigned, each Agency will enter into its own contract and be solely responsible to the proposer for obligations to the service assigned. The Agency's right of assignment will remain in force over the contract period or until completion of the contract including options, whichever occurs first. The Agency shall incur no financial responsibility in connection with contracts issued by another public Agency. The public Agency shall accept sole responsibility for placing service and payments to the proposer.

21. PUBLICATION AND MEDIA RESTRICTIONS

The Contractor shall not publish or reproduce subject data in whole or in part, or in any manner or form, without the advance written consent of the Agency, unless the Agency has released or approved the release of that data to the public.

22. GRATUITIES AND KICKBACKS

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

5.3 STANDARD CLAUSES

To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

The following requirements are not federal clauses.

1. FULL AND OPEN COMPETITION

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

2. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

3. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General’s list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General’s list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

4. COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this Proposal shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

5. REAL PROPERTY

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

6. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

7. ENVIRONMENTAL JUSTICE

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

8. ENVIRONMENTAL PROTECTIONS

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter

53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

9. GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

10. FEDERAL SINGLE AUDIT REQUIREMENTS FOR STATE ADMINISTERED FEDERALLY AID FUNDED PROJECTS ONLY

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non-Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

11. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) IDENTIFICATION NUMBER

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

12. CFDA NUMBER FOR THE FEDERAL TRANSPORTATION ADMINISTRATION

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and

the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

13. NOTIFICATION OF FEDERAL PARTICIPATION

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

END SECTION V

VI. CONTRACT TERMS AND CONDITIONS (PROPOSED)

NOTE: This is a Proposed Contract for Nashville MTA. The agency reserves the right to make changes to this Proposed Contract prior to execution.

CONTRACT NO. #####

BETWEEN

NASHVILLE METROPOLITAN TRANSIT AUTHORITY

AND

CONTRACTOR NAME

FOR

TITLE

This Contract No ##### (hereinafter referred to as “Contract”) is entered into as of the ___ day of _____, _____, by and between Nashville Metropolitan Transit Authority (hereinafter referred to as “Agency”), having its principal office located at 430 Myatt Drive, Nashville, TN 37115, and **Contractor Name** (hereinafter referred to as “Contractor”), having its principal office located at, **Contractor’s Address**.

The following documents constitute the Contract and Contract Documents:

- Contract No. #####
- Request for Proposed (RFQ) No. #####

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- Any properly executed amendment to this Contract (most recent with first priority)
- Contract No. #####
- Request for Proposed (RFQ) No. #####

1. Duties and Responsibilities of Contractor

Contractor shall provide Legal services as detailed in the RFQ and this Contract (the “**Services**”). The Services shall be provided as set forth in this Contract, and to the extent not inconsistent with the terms herein, according to the methods set forth in Section IV of the RFQ. Contractor’s duties and responsibilities are more specifically set forth in Section IV in the RFQ.

1.2. The Agency may purchase additional Legal Services offered by Contractor under this Contract (“**Additional Services**”). The Additional Services shall be agreed upon in writing with a properly executed amendment between the parties. Additional Services shall be invoiced at the rates as stated in the written amendment as agreed to by both parties. The rights and obligations of the parties in this Contract shall pertain and apply to “Additional Services”, unless stated otherwise in writing.

2. Term

2.1. This Contract shall commence on the ___ day of _____, 2023. In addition to any applicable Warranty Period, the term of this Contract shall continue for a **five (5) year period**, unless otherwise terminated as provided herein (the “**Term**”).

2.2. This Contract may be extended by all the required parties with a properly executed amendment to this Contract.

3. Compensation/Invoices

3.1. For its Services, Contractor is entitled to receive _____.

3.2. Contractor shall be paid hourly per project, to be billed on a monthly basis, beginning after the commencement of work. Contract shall include with invoice, information detailing the work performed (i.e.: the project, type of work and the number of hours).

3.3. The fees for the Contractor will be based upon the hourly rate schedule included as Exhibit D.

3.5. Contractor shall submit travel costs based on the Tennessee State Travel Policy – <https://www.tn.gov/assets/entities/finance/attachments/policy8.pdf>

3.6. There shall be no other charges or fees for the performance of this Contract unless otherwise agreed to by both parties in writing. Nashville MTA reserves the right to reject the request for payment of any cost item that was not submitted with the cost proposal or that was not expressly approved by Nashville MTA in advance of the cost being incurred. Nashville MTA shall make reasonable efforts to make payments within thirty (30) days of receipt of approved invoice.

3.7. Contractor shall submit invoices to: MTA.AccountsPayable@nashville.gov
With a copy to: _____

3.8. Nashville MTA uses an online reporting system: <https://wegotransit.dbesystem.com> to report contract payments to prime and subcontractors. Each month, Contractor shall report payments received from the Agency as well as payments made to all subcontractors.

3.9. Contractor is required to make payment to subcontractors within fifteen (15) days or receipt of payment from Nashville MTA.

4. Acceptance

4.1. If the Services are not acceptable to Nashville MTA according to the Contract, then Nashville MTA shall submit a letter of non-acceptance to Contractor detailing the deficiencies within sixty (60) days of delivery to Nashville MTA of the deficient Services. Acceptance of delivery of the Services shall not release Contractor from liability for Contractor’s other obligations and duties as provided herein.

4.2. Approval or acceptance by Nashville MTA of any of Contractor’s Services under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the exercise of skill and diligence necessary to fulfill Contractor’s responsibilities under this Contract. Nor shall Nashville MTA’s approval or acceptance be deemed to be the assumption of responsibility by Nashville MTA for any defect or error in the Services of Contractor, its employees, associates, agents, or subcontractors.

5. Taxes

5.1. Nashville MTA shall not be responsible for any taxes that are imposed on Contractor. Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Nashville MTA.

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

6.1. Nashville MTA Ownership of Project Documents: Nashville MTA and FTA will become owners of all documents prepared by Contractor upon payment for same by Nashville MTA, except any documents which may be protected by patent, lease or other written documents which provides proof of ownership.

7. Termination

7.1. 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 (“**Default**”), Nashville MTA shall have the right to terminate this Contract provided Contractor fails to cure such Default within thirty (30) days of Nashville MTA’s written notice of Default to Contractor. Such termination shall not relieve Contractor of any liability for damages sustained by virtue of any Default by Contractor.

7.2. Should funding for this Contract be discontinued, Nashville MTA shall have the right to terminate this Contract effective immediately, without penalty, upon written notice to Contractor.

7.3. Nashville MTA may terminate this Contract at any time, without penalty, for its convenience or its best interest upon fifteen (15) days’ written notice to Contractor.

7.4. In the event of a termination under Section 7.2 or 7.3 Contractor will be compensated in accordance with the Services that have been “accepted” in accordance with this Contract.

8. Maintenance of Records and Nashville MTA Property

8.1. Contractor shall maintain documentation for all charges against Nashville MTA. The books, records, and documents of Contractor, insofar as they relate to the Services performed or money received under the Contract, shall be maintained for a minimum 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 Nashville MTA or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

8.2. Contractor’s activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by Nashville MTA or their duly appointed representatives.

8.3. Any Nashville MTA 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 Nashville MTA by Contractor upon termination of the Contract. All goods, documents, records, work and other work product and property produced by Contractor during the performance of this Contract are deemed to be Nashville MTA property. Upon completion or termination of this Contract, Contractor shall promptly deliver to Nashville MTA all records, notes, data, memorandum, models, and any other material of any nature that are within Contractor’s possession or control and that are Nashville MTA property or relate to Nashville MTA or its business.

8.4. Nashville MTA shall retain existing ownership and all proprietary rights to its information and data. Confidential information and data may need to be disclosed to Contractor for purposes necessary to Contractor providing the Services. Contractor shall treat any such data and information as strictly confidential.

9. Independent Contractor/Subcontractors

9.1. Contractor is an independent contractor. Nothing herein shall 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. It is expressly agreed and understood between the parties that Contractor and any of its subcontractors and suppliers are independent contractors to Nashville MTA and as such shall be viewed in law and equity. No vicarious liability shall be imposed upon the Covered Entities by any action of Contractor, subcontractor or supplier in the performance of this Contract. Neither Nashville MTA nor Contractor shall hold itself out in a manner contrary to the terms of this Section 9 nor shall Nashville MTA or Contractor become liable for any representation, act, or omission of the other party contrary to the terms of this Section 9.

9.2. Neither Contractor nor Contractor's employees, subcontractors or agents are Nashville MTA employees. Contractor shall bear sole responsibility for payment of compensation to its employees and subcontractors. Contractor shall procure and maintain Worker's Compensation Insurance as stated in Section 12.

9.3. In addition to the other requirements of Contractor set forth herein regarding subcontractors, Contractor shall not subcontract any of its rights or responsibilities in this Contract without the prior written approval of the Nashville MTA. Contractor shall remain fully responsible for the Services of the subcontractor and for supervising the performance of the Services by the subcontractor. Nashville MTA is not subject to any liability of any kind with respect to any subcontractor nor do subcontractors obtain any rights against Nashville MTA under this Contract.

9.4. Contractor and its subcontractors shall be appropriately licensed in the State of Tennessee to conduct the Services required by this Contract. Contractor must submit to Nashville MTA all Tennessee Department of Transportation letters or certification of any Disadvantage Business Enterprises ("DBEs") participating in the Project. Contractor shall hire reliable and dependable subcontractors. Contractor and its subcontractors found guilty of unethical, irresponsible business practices according to governmental authority will be suspended and debarred from conducting future business with Nashville MTA.

10. Waiver

10.1. No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any privilege, right or power hereunder preclude further exercise of any other privilege, right or power hereunder.

11. Nashville MTA Owned Data

11.1. Nashville MTA will own and retain rights to all of its data. Some data will need to be disclosed to Contractor for purposes necessary for design and implementation. Contractor will treat Nashville MTA information as strictly confidential.

12. Insurance

12.1. During the term of this Contract, Contractor shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract and any extension hereof the types and amounts of insurance identified below by a **check mark**.

- a) Products Liability Insurance in the amount of one million (\$1,000,000) dollars (If the Contractor will be shipping to a receiving department at Nashville MTA)

- b) General Liability Insurance in the amount not less than one million dollars (\$1,000,000) combined single limit each occurrence for bodily injury and property damage.
- c) Professional liability insurance, errors & omissions insurance, or malpractice insurance, whichever may be customary in the professional field, in the minimum amount of one million dollars (\$1,000,000.00) per claim/annual aggregate. Such coverage must be maintained for a period of three (3) years following termination of this Contract or final acceptance by Nashville MTA of the Services, whichever is later. This provision shall expressly survive the termination of the Services or the Contract.
- d) Automobile Liability Insurance in the amount not less than a combined single limit of one million dollars (\$1,000,000) covering Contractor's owned, non-owned, leased or rented vehicles.
- e) 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) dollars, as required by the laws of Tennessee. (Not required for companies with fewer than five (5) employees).
- f) other insurance
- g) Such insurance shall:
1. Contain or be endorsed to contain a provision that includes Covered Entities as additional insureds and loss payees 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 Covered Entities.
 2. For any Claims related to this Contract, Contractor's insurance coverage shall be primary insurance as respect to the Covered Entities. Any insurance or self-insurance programs covering the Covered Entities shall be excess of Contractor's insurance and shall not contribute with it.
 3. Regarding Automotive Liability Insurance including vehicles owned, hired, and non-owned, said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the Covered Entities as additional insureds with respect to Claims and liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor.
 4. Contractor shall maintain workers' compensation insurance, if applicable, with statutory limits as required by the State of Tennessee or other applicable laws and liability insurance. Contractor shall require each of its subcontractors to provide workers' compensation insurance for all of the latter's employees to be engaged in such work unless employees are covered by Contractor's workers' compensation insurance coverage.
 5. Other Insurance Requirements. Contractor shall:
 - a) Prior to commencement of the Services, furnish Nashville MTA with original certificates and amendatory endorsements effecting coverage required by this Section 12 and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days' prior written notice to Nashville MTA.

- b) Provide certified copies of endorsements and policies if requested by Nashville MTA in lieu of or in addition to certificates of insurance.
- c) Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.
- d) Maintain such insurance from the time the Services commence until completed. Failure to maintain, renew coverage or provide evidence of renewal as required by Nashville MTA may be treated by Nashville MTA as a material breach and Default under this Contract.
- e) Place such insurance with 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 written appeal to the Nashville MTA Director of Risk Management Services.
- f) 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 file subcontractor's certificates of insurance as required by Nashville MTA.
- g) Disclose any deductibles and/or self-insured retentions greater than ten thousand dollars (\$10,000) and obtain Nashville MTA's written approval of such deductibles and/or self-insured retentions prior to the commencement of the Services.
- h) Not have, if Contractor has or obtains primary and excess policies, any gap between the limits of the primary policy and the deductible features of the excess policies.

13. Employment and Nondiscrimination

13.1. Contractor shall not discriminate on the basis of age, race, sex, color, national origin, disability or any other classification protected by federal or Tennessee State Constitutional or statutory law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

13.2. 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.

13.3. Violation of these Contract provisions may result in suspension or debarment if not resolved in a **TIME**ly manner, not to exceed ninety (90) days, to the satisfaction of Nashville MTA.

14. Ethical Standards

14.1. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand accept or agree to accept from any other person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract, subcontract, solicitation or proposal therefore.

14.2. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order.

14.3. Breach of the provisions of this Section 14 is, in addition to a Default 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 Nashville MTA contracts.

15. Assignment-Consent Required

15.1. 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 compensation 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 Nashville MTA. Any such assignment of transfer shall not release Contractor from its obligations hereunder.

16. Remedies

16.1. In no event shall Nashville MTA be liable for special, incidental, indirect, or consequential damages, including, but not limited to, lost profits arising from the performance of this Contract, whether such damages are based in contract, tort, or any other legal theory.

16.2. In the event of breach or Default of the Contract by Contractor, in addition to any other remedies set forth herein, Contractor shall be liable to Nashville MTA for damages for the breach or Default thereof, including the costs and reasonable attorneys' fees for the enforcement thereof. The remedies set forth in this Contract shall be cumulative, and no one remedy shall be deemed to be exclusive of any other or of any other remedy in law or equity, and the failure or delay of Nashville MTA to exercise a remedy at any time shall not operate as a waiver of the right to exercise a remedy for the same or subsequent breach or Default at any time thereafter.

17. Governing Law and Venue

17.1. 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.

17.2. The parties consent that any action between the parties arising from this Contract shall be maintained in the state trial courts of Davidson County in the State of Tennessee.

18. Entire Agreement

18.1. This Contract states the entire contract between the parties. No alteration, modification, release, or waiver of this Contract or any of the provisions hereof shall be effective unless in writing, executed by the parties hereto.

18.2. Notwithstanding the foregoing, Contractor agrees that this Contract is subject to modification by Nashville MTA to the extent necessary to comply with federal, state or local regulations, which may govern this Contract. Nashville MTA shall provide written notice to Contractor of any such modification.

19. Compliance with Federal Regulations

19.1. All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F and the FTA contract clauses in the RFQ are incorporated by reference. Unless otherwise modified in this Contract, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Nashville MTA

request that would cause the parties to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures, and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between Nashville MTA and FTA, as may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a Default of this Contract.

20. Export

21.1. Contractor represents and warrants that the Services and documentation related thereto shall not be disclosed to any foreign national, firm, or country, nor shall be exported from the United States without first complying with all the requirements of the International Traffic in Arms Regulations and the Export Administration Act, including the requirement for obtaining an export license, if applicable. Contractor shall fully indemnify Nashville MTA for any breach of this representation.

21. Force Majeure

21.1. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation of this Contract 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.

22. Severability

22.1. If any provision of this Contract is held invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted and the remainder of this Contract shall remain in full force and effect.

23. Notices

23.1. Any notice or other communication to be made pursuant to this Contract shall be made in writing by United States certified or registered mail, by messenger service or by a nationally recognized overnight courier, and shall be effective (i) upon receipt, if delivered in person, (ii) five (5) business days after deposit into the United States mail, if sent by certified or registered mail, and (iii) at 1:00pm on the following business day, if sent by overnight courier. Notice hereunder shall likewise be effective when actually received by either party. In each case, such notice or other communication shall be made to the address shown below. Either party shall have the right, by written notice to the other party, to change its address for such notice.

Nashville MTA: Nashville Metropolitan Transit Authority
430 Myatt Drive
Nashville, TN 37115
Attn: Procurement Department

Contractor: [Contractor's name]
[Street Address]
[City, State Zip]
Attn: _____

24. Counterparts

24.1. This Contract may be executed in one or more identical counterparts, each of which shall be deemed to be an original for all purposes, and all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, NASHVILLE MTA AND CONTRACTOR HAVE EXECUTED THIS CONTRACT AS OF THE DATE FIRST ABOVE WRITTEN

Nashville Metropolitan Transit Authority

[Contractor]

Stephen G. Bland, Chief Executive Officer

Authorized Signatory

Date: _____

Title: _____

Date: _____

Exhibit A to Contract
Federal Transit Administration Clauses

1. Access to Records and Reports

- a) Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

2. Americans with Disabilities Act (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

3. Civil Rights Laws and Regulations

The following Federal Civil Rights laws and regulations apply to all contracts.

1. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
 - a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

- b. **Prohibition against Employment Discrimination.** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. **Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals aged 40 and over on the basis of age.
4. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their

race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

4. **Clean Air Act and Federal Water Pollution Control Act**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

5. Conformance with ITS National Architecture

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

6. Debarment and Suspension

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. Disadvantaged Business Enterprise (DBE)

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

8. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.

9. Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

10. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the

agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

11. Federal Changes

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

12. Federal Tax Liability and Recent Felony Convictions

- i. The contractor certifies that it:
 - a. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - b. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
 - c. If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

- (2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

13. Fly America

- a) Definitions. As used in this clause—
 - 1) “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
 - 2) “United States” means the 50 States, the District of Columbia, and outlying areas.
 - 3) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:
Statement of Unavailability of U.S. – Flag Air Carriers
International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:
- e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

14. Incorporation of Federal Transit Administration (FTA) Terms

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

15. No Government Obligation to Third Parties

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and

shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

16. Notification to FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

17. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - 1) Procure or obtain;
 - 2) Extend or renew a contract to procure or obtain; or
 - 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera

Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- a) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- b) See Public Law 115-232, section 889 for additional information.
- c) See also § 200.471.

18. Program Fraud and False or Fraudulent Statements and Related Acts

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

19. Prompt Payment

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for

that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

20. Restrictions on Lobbying

Conditions on use of funds.

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.
- (e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Certification and disclosure.

- (a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
 - 1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - 2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
- (b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
 - 1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - 2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- 1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- 2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or, A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- 1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- 2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- 3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- 4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days. No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

21. Safe Operation of Motor Vehicles

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

22. Simplified Acquisition Threshold

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

23. Termination

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency’s best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency’s remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

24. Trafficking in Persons

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

25. Violation and Breach of Contract

Rights and Remedies of the Agency

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

- a. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
- b. The right to cancel this Contract as to any or all of the work yet to be performed;
- c. The right to specific performance, an injunction or any other appropriate equitable remedy; and
- d. The right to money damages.

For purposes of this Contract, breach shall include.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency's authorized representative. In connection with any such appeal,

the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Agency's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Agency and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Exhibit B to Contract
Tennessee State Contract Clauses

Conflicts of Interest.

The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract

Lobbying.

The Grantee certifies, to the best of its knowledge and belief, that:

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

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

Nondiscrimination.

The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Public Accountability.

If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which

the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") 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.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

Public Notice.

All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee, Department of Transportation." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

Records.

The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system. Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

Environmental Tobacco Smoke.

Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn Code Ann. §§39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee 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 Grant Contract.

Exhibits To Be Added to Final Contract for Execution

Exhibit C - Scope of Services

Exhibit D –Contractor’s Accepted Price Proposal