



GREATER NASHVILLE
REGIONAL COUNCIL

Travel Demand Forecasting and Traffic Simulation Support Services

Request for Proposals
RFP-2022-01

Greater Nashville Regional Council

220 Athens Way, Suite 200 | Nashville, Tennessee 37228 | Phone: (615) 862-8828 | Fax: (615) 862-8840

GNRC.org

RFP Summary

About GNRC

The Greater Nashville Regional Council (GNRC or Regional Council), is a public body corporate and politic created by the Tennessee Development District Act of 1965 and further empowered by Title 64, Chapter 7, Part 1, Tennessee Code Annotated (TCA), as amended (the Act). GNRC's mission is to assist local communities and state agencies in the development of plans and programs that guide growth and development in the most desirable, efficient, and cost-effective manner, while ensuring the continued long-term livability of the region. GNRC is governed by a regional body comprised of city mayors, county mayors/ executives, state legislators, appointments representing business/industry, and appointments representing minority populations.

About this Solicitation

The Greater Nashville Regional Council (GNRC) is seeking proposals from firms and/or individuals capable of providing Travel Demand Forecasting and Traffic Simulation Support Services.

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

The GNRC intends to award a task order-based contract to one or more qualified firms capable of providing the services described in this RFP.

Important Dates and Deadlines

RFP issued 2/18/2022, Written questions accepted through 3/18/22, Proposals due by 2 p.m. CDT, 3/25/22

Inquiries and Contact Information

All inquiries should be directed in writing to Max Baker, GNRC Director of Research and Analytics, at mbaker@gnrc.org.

Amendments to this Solicitation

Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented in writing to the contact person identified in section 3.1 of this document. The appropriate action will be taken as necessary, and GNRC may issue a written amendment to the RFP. Oral statements or instructions will not constitute an amendment to this RFP. Amendments will be posted online at GNRC.org/Procurement along with the original RFP document.

Non-Discrimination and Accessibility

GNRC does not discriminate on the basis of race, color, national origin, limited English proficiency, gender, gender identity, sexual orientation, age, religion, creed or disability in admission to, access to, or operations of its programs, services, or activities. This policy applies to applicants for employment and current employees as well as sub-recipients and subcontractors of the GNRC that receive federal funding. Complaints should be directed to Grant Kehler, Non-Discrimination Coordinator, 220 Athens Way, Suite 200, Nashville, TN 37228, phone number 615-862-8863.

Table of Contents

Section 1. Project Background	1
1.1 About the GNRC	1
1.2 About the Project	1
Section 2. Scope of Services	2
2.1 Consultant Qualifications	2
2.2 Requested Services	2
Section 3. Instructions to Offerors	5
3.1 Pre-Proposal Inquiries	5
3.2 Submission Requirements.....	5
3.3 Proposal Contents	5
3.4 Terms and Conditions	6
Section 4. Selection Process	8
4.1 Proposal Opening	8
4.2 Proposal Evaluation.....	8
4.3 Oral Interviews	8
4.4 Solicitation Outcomes	8
Attachment A. DBE Form	A-1
Attachment B. Sample Contract Terms	B-1

Section 1. Project Background

1.1 About the GNRC

The Greater Nashville Regional Council (GNRC or Regional Council), is a public body corporate and politic initially created by the Tennessee Development District Act of 1965 and further empowered by Title 64, Chapter 7, Part 1, Tennessee Code Annotated (TCA), as amended (the Act). GNRC is owned by and operated on behalf of its local government membership comprised county governments in the counties of Cheatham, Davidson, Dickson, Houston, Humphreys, Montgomery, Robertson, Rutherford, Stewart, Sumner, Trousdale, Williamson, and Wilson, Tennessee, and all incorporated municipalities and metropolitan governments located within these counties.

GNRC is governed by a regional body comprised of city mayors, county mayors/ executives, state legislators, appointments representing business/industry, and appointments representing minority populations. The Regional Council's Executive Board convenes monthly to enact the adopted Annual Work Program and Budget on behalf of the membership and oversee the GNRC's programs and services carried out by its staff.

1.2 About the Project

GNRC is seeking proposals from firms and/or individuals capable of providing Travel Demand Forecasting and Traffic Simulation Support Services.

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

Study Area

The metropolitan planning area of the Nashville Area MPO includes Davidson, Maury, Robertson, Rutherford, Sumner, Williamson, and Wilson counties. The area supports a population of approximately 1.8 million people. In addition, GNRC coordinates with transportation stakeholders over a larger regional geography to ensure seamless transportation planning across Middle Tennessee. As such, some planning activities include surrounding areas that are involved in related organizations including the Regional Transportation Authority, the Clarksville Urbanized Area MPO, and the Middle Tennessee Rural Planning Organization.

Modeling Tools and Capabilities

The GNRC's research team manages several modeling tools to forecast the future development pattern, demand on public infrastructure, and resulting potential impacts to the region. Although the staff is heavily involved in the development and continued use of these models, consultant services are required to assist with developing, adding new features, updating, and troubleshooting the following modeling tools:

- Caliper TransCAD
- Caliper TransModeler
- UrbanSim

Section 2. Scope of Services

2.1 Consultant Qualifications

The GNRC is seeking experience and expertise in travel demand modeling and traffic simulation. The qualifications listed here should be considered a minimum set of desired capabilities needed to support GNRC's ongoing modeling efforts:

- Federal metropolitan planning requirements,
- Travel demand modeling,
- Traffic simulation,
- Land use allocation modeling,
- Population synthesis,
- Scenario planning,
- Visualization techniques, and
- Technical writing.

2.2 Requested Services

The consultant(s) selected through this RFP will assist GNRC staff by performing a variety of services over the next 36 months. Most tasks will require rapid response and delivery of the products. GNRC is seeking to enhance its ability to forecast future conditions related to growth and development, travel demand, traffic flow, transit ridership, roadway safety, and walking and bicycle usage; and to test the performance of, or impacts on the region from proposed public policies, economic and market shifts, energy supply and pricing, land development scenarios, and infrastructure investments. **Offerors may propose to provide any combination of the services identified in the following sections.** Specifically, the GNRC anticipates needing consultant assistance for the following activities:

Travel Demand Modeling Support

GNRC maintains an activity/ tour-based model (ABM) to support analysis of regional land use and transportation scenarios and to support detailed corridor and sub-area studies aimed at evaluating potential investments to address travel demand generated for personal and commercial purposes.

Model Calibration and Validation

GNRC seeks assistance with calibration/validation of the ABM and its various sub-models, development of model documentation to satisfy TDOT requirements, and ongoing technical support for model deployment during updates to the regional transportation plan.

Scenario Development and Coding Assistance

The ABM is used to show the expected impact of changes in the land use, roadway network, transit network, and behaviors of the region. Assistance in creating these scenarios is needed to confirm that assumptions modeled reflect the scenario's intent. GNRC also requires assistance in the coding of scenarios to include coding of network attributes and geography, coding of analysis zone attributes and geography, and modification of other variables in order to best simulate the desired conditions.

Integration of Preparation Tools and Input Checking Assistance

GNRC seeks automation for some of the model input preparation tools, such PopulationSim for synthetic population and the buffer tool for creating a buffered micro-zone file, which is currently run separately before running the ABM. Other examples include DaySim inputs such as TAZ index file, PNR file, intersections file, and transit stops file are manually created for each scenario. GNRC also seeks assistance in performing checks to identify possible inconsistencies and errors with required input files before performing the actual model steps.

Integration of UrbanSim

In a parallel effort to the 2019 ABM update, GNRC partnered with UrbanSim Inc. to develop a new land-use model for the Nashville region. The AB model uses UrbanSim outputs to inform land use and socioeconomic assumptions for the planning area. Integrating the UrbanSim model within the ABM system will create a more comprehensive model framework and eliminate the need to manually transfer information between the two models.

Integration of ITHIM

GNRC has a standalone Integrated Transport and Health Impact Modeling (ITHIM) tool that generates health-related measures using outputs from the ABM. The setup is based on an older ITHIM version that was built in a spreadsheet. GNRC is interested in migrating to the latest version of ITHIM (entirely in R) and integrating it into the model structure so that automated reporting of health measures can be produced along with ABM runs.

Disk Space and Runtime Optimization

GNRC seeks assistance to review the entire model structure to identify unnecessary or inefficient processes or files that slow down runtimes and general assistance in the development of strategies to improve and optimize model runtime performance.

DaySim Platform Maintenance

GNRC seeks assistance to ensure that the DaySim platform is maintained and updated as necessary to produce results as expected.

Technical Documentation

The AMB is in a continual state of process improvement. GNRC is seeking assistance with updating, consolidating, and streamlining the model documentation. In addition, GNRC is interested in deploying web-based dynamic documentation (ex. GitHub Wiki) that can be updated following each iteration of model development. Any online version would need to offer an easy solution for quick conversion and download to PDF format for distribution to interested users.

Traffic Simulation Support

GNRC recently developed a microsimulation model so that policymakers and planners have the ability to test the impact of transportation and land use scenarios on travel behavior and traffic flow and operations and to increase its capacity to perform detailed corridor and sub-area studies as well as enhanced visualization of scenarios.

Scenario Development, Calibration, and Validation

GNRC seeks assistance with calibration/validation of the microsimulation model for various study areas and scenarios. The microsimulation model is used to show the expected impact of changes in the land use, roadway network, transit network, and behaviors of the study area. Assistance in creating scenarios is needed to confirm that assumptions modeled reflect the scenario's intent. Additionally, updating and calibrating the base network to expand the study area and update to most current data sources.

Analysis and Presentation of Simulation Output

GNRC seeks assistance with the analysis of output to derive meaningful takeaways. In addition, GNRC is interested in receiving support in the development of visualizations and other means of communicating findings from its modeling efforts.

Land Use Forecasting and Socioeconomic Simulation

GNRC has deployed UrbanSim platform to represent land use for a 2017 base year and to forecast land uses and land use intensities for the 2020, 2025, 2035, and 2045 planning horizons.

Model Maintenance, Updates, and Scenario Development

GNRC seeks assistance to update base year information and to develop forecasts for a new set of planning horizons that will serve to inform activities related to a major update to the regional transportation plan scheduled for adoption in 2026. UrbanSim code is opensource and allows for customization. In addition, GNRC is seeking assistance in the development of alternative land use scenarios.

Upgrade and Calibration of Location Choice Model

GNRC seeks assistance to improve its location choice model. The current version is a set of prioritization criteria designed to forecast based on recent trends (last 10 years) and do not take into account current (2020) or future attractiveness for development.

Upgrade of Population Synthesizer

GNRC seeks assistance to improve its regional population synthesizer. The existing synthesizer used by UrbanCanvas does not include all of the requirements of GNRC's activity-based travel demand model.

Section 3. Instructions to Offerors

3.1 Pre-Proposal Inquiries

All inquiries should be directed in writing to Max Baker, GNRC Director of Research and Analytics, at mbaker@gnrc.org by the end of the day on March 18, 2022. Answers will be provided in writing and made available to all potential Offerors. All questions and answers compiled through March 18 will be posted online at GNRC.org/Procurement as an addendum to the solicitation. Any correspondence related to the RFP should refer to the appropriate RFP number, page, and paragraph number.

3.2 Submission Requirements

Two (2) hard copies of the proposal along with a digital copy in PDF format must be received at GNRC, 220 Athens Way, Suite 200, Nashville, TN, 37228 on or before 2 p.m. CDT, March 25, 2022. The proposal must be clearly marked "Attention: RFP 2022-01" on the outside surface of the package.

There are no page limits or specific formatting requirements, but Offerors are encouraged to be mindful of the level of effort involved in reviewing proposals.

3.3 Proposal Contents

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

Cover Letter

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

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

Project Understanding

The proposal must demonstrate a comprehensive understanding of the project objectives, providing a clear indication of the software and services being proposed to best meet those objectives.

Proposed Scope of Services

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

Qualifications & Experience

The proposal must include information describing the background and experience of each firm and key individuals that will perform all or parts of the proposed services. The inclusion of relevant case studies or project examples is strongly encouraged.

DBE Form

The use of minority-owned and/or woman-owned business enterprises (DBE) is encouraged and will be rewarded during the proposal evaluation process. The DBE Form provided as Attachment A to this RFP must be completed and included in the proposal.

References

Please provide a minimum of three (3) references to include a short description of the relevant project, name of the client, and client email address for which the Offeror has performed similar work.

Pricing

The Offeror must include information regarding 1) billing rates for key individuals or for proposed staff positions (e.g., Project Manager, Travel Demand Modeler, GIS analyst, Senior Planner, etc.), 2) rates for fringe, overhead or indirect costs, and profit. There are no specific formatting requirements for the cost proposal, so long as it provides the requested information.

Corrections, Amendments, and Clarifications

Include signed copies of all corrections, amendments, and clarifications to this RFP. Such corrections, amendments, and clarifications will be posted to GNRC.org/Procurement alongside the original RFP document.

3.4 Terms and Conditions

Accuracy of Information

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

Validity of Proposals

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

Preparation Costs

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

Ambiguity, Conflicts, and Irregularities

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

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

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

Acceptance Period

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

Standard Contracting Terms

GNRC's standard contract template for professional services is attached to this solicitation. The Offeror must be willing to accept the standard terms and conditions. Any desired exceptions to the terms and conditions must be identified in the proposal cover letter. If no exceptions to the contract are stated, they might not be granted after the contract is awarded. Contract exceptions may result in the rejection of the proposal as non-responsive; if, in the sole evaluation of GNRC, the requested changes are unacceptable.

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

Offeror's Rights

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

Section 4. Selection Process

4.1 Proposal Opening

Proposals will be opened at 2:30 p.m. on March 25, 2022 by the GNRC executive director or his/her designee at the primary office location of GNRC (220 Athens Way, Suite 200, Nashville, TN 37228). Offerors are permitted to attend the proposal opening but are requested to provide a notice of intent to attend in writing to mskipper@gnrc.org.

4.2 Proposal Evaluation

Proposals shall be evaluated on four separate criteria. The maximum score is 100 points.

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

4.3 Oral Interviews

Based upon the evaluation of the written proposals, the GNRC may request the highest-ranking teams to participate in an in-person or telephone interview in order to answer questions or to provide a demonstration of the proposed software.

4.4 Solicitation Outcomes

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

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

Attachment A. DBE Form

DISADVANTAGED BUSINESS ENTERPRISE OUTREACH AND PARTICIPATION FORM

Solicitation Number:					
Name of DBE Firm	Type of DBE	Certifying Entity	Date of Contact	Form of Contact	Anticipated Participation
Reason for no contact:					
<p>Instructions</p> <ul style="list-style-type: none"> • <i>Type of DBE:</i> Minority-Owned, Woman-Owned • <i>Certifying Entity:</i> List at least one local or state agency within Tennessee who has recognized the firm as a MWBE • <i>Date of Contact:</i> Most recent date that the Offeror requested participation from the firm • <i>Form of Contact:</i> Email, written letter, etc. • <i>Anticipated Participation:</i> Indicate if the firm has a formal role in the Proposal as a prime contractor, subcontractor, or third-party vendor • <i>Reason for no contact:</i> If no outreach was conducted to recruit the participation of MWBE. Offerors who fail to conduct outreach may be deemed non-responsive. • <i>Use multiple copies of this sheet to include additional firms</i> • <i>Complete and attach the "Good Faith Efforts" form</i> 					

GOOD FAITH EFFORTS

Solicitation Number: _____

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

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

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

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

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

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

Printed Name of Company Official

Date

Signature

Title of Company Official

Full Company Name

Mailing Address

Area Code/Phone Number

City, State, Zip

Attachment B. Sample Contract Terms

SAMPLE TERMS AND CONDITIONS OF AGREEMENT WITH GNRC

PAYMENT TERMS AND CONDITIONS:

1. Maximum Liability. In no event shall the maximum liability of GNRC under this Contract exceed \$# (“Maximum Liability”). The Contract Budget, attached and incorporated as Exhibit [Y], is the maximum due the Contractor under this Agreement. The Contract Budget includes, but is not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
2. Travel Compensation. Reimbursement to the Contractor for travel, meals, or lodging shall subject to amounts and limitations specified in the Tennessee Department of Finance and Administration “State Comprehensive Travel Regulations,” as they are amended from time to time, and shall be contingent upon and limited by the Contract Budget funding for said reimbursement.
3. Allowable Costs. The Contractor understands that funding for this Contract is based on grant agreements with the [STATE OR FEDERAL AGENCY] and the Contractor understands that reimbursement under this Contract is subject to reduction for amounts included in any invoice or payment made which are determined by TDOT not to constitute allowable cost.
4. Subject to Funds Availability. This Contract is subject to funding availability, and the GNRC reserves the right to terminate the Contract for lack of funds availability immediately upon written notice to the Contractor. Said termination will not be deemed a breach of Contract by the GNRC. Upon receipt of the written notice, the Contractor will cease all work associated with the Contract. If the GNRC terminates this Contract due to a lack of funds availability, the Contractor will be entitled to compensation for all satisfactory and authorized services completed as of the termination date.
5. Payment Methodology. The Contractor shall be paid for costs based upon the terms of the Contract Budget, not to exceed the Maximum Liability. Upon progress toward the completion of the Scope, as described in Exhibit [X] of this Contract, the Contractor shall submit invoices prior to any payment of allowable costs.

STANDARD TERMS AND CONDITIONS:

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

The GNRC:
MICHAEL SKIPPER, EXECUTIVE DIRECTOR
CC ANNA EMERSON, TIP COORDINATOR
GREATER NASHVILLE REGIONAL COUNCIL
220 ATHENS WAY, SUITE 200
NASHVILLE, TN 37228
EMAIL: MSKIPPER@GNRC.ORG
PHONE #: 615-880-3540

The Contractor:
NAME AND TITLE
DEPARTMENT
ORGANIZATION
EMAIL:
PHONE #:

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

3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties to this Contract and approved by appropriate officials in accordance with applicable Tennessee laws and regulations, and the bylaws of the Contracting parties.
4. Termination for Convenience. This Contract may be terminated by either party by giving written notice to the other, at least 30 days before the effective date of termination. Should either party exercise this provision, the Contractor shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall GNRC be liable to the Contractor for any service which has not been rendered.
5. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner or if the Contractor violates any terms of this Contract and does not address any alleged deficiencies within ten days of receiving written notice from GNRC, the GNRC shall have the right to terminate the agreement upon written notice and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the GNRC for damages sustained by virtue of any breach of this agreement by the Contractor.
6. Independent Contractor; No Third-Party Beneficiary. The parties to this Contract are independent contracting entities. The parties to this Contract will not act as employees, partners, joint venturers, or associates of one another. Nothing in this Contract will be construed to create an employer/employee relationship or to allow either party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party are not the employees or agents of the other party. There are no third-party beneficiaries to this Contract.

The Contractor, being an independent contractor and not an employee of the GNRC, agrees to pay all applicable taxes incident to this Contract.

7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of Contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee state constitutional, or statutory law, including, without limitation all requirements imposed by Title VI of the Civil Rights Act of 1964 (42. U.S.C. 200d), 49 C.F.R., Part 21, and related statutes and regulations. Contractor shall, upon request, show proof of such nondiscrimination policies and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination policies. Contractor will include the provisions of this paragraph in any assignment or subcontract, modified only to reflect the particular contractual relationship.
8. Equal Employment Opportunity. In connection with the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race,

age, religion, color, gender, national origin, disability, or marital status. 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. Contractor will include the provisions of this paragraph in any assignment or subcontract, modified only to reflect the particular contractual relationship.

9. Assignment and Subcontracting. The Contractor will not assign this Contract or enter into a subcontract for any of the services provided under this Contract without the prior written approval of the GNRC. Notwithstanding any use of the approved subcontractors, the Contractor will be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The GNRC reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
10. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or officials of the GNRC or State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent employee, subcontractor, or consultant to the GNRC in connection with any work contemplated or performed relative to this Contract or any subcontracts.

The Contractor shall insert in all agreements entered into in connection with this Contract the following provision:

"No 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 Vanderbilt University in connection with any work contemplated or performed relative to this Contract."

11. Suspension and Debarment.
- The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to entities who are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 of February 18, 1986 (3 CFR, 1986 Comp., p. 189). The Contractor will provide immediate written notice to the GNRC if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.
12. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with is grant, loan, or cooperative agreement, the Contractor shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subrecipients of federally appropriated funds shall certify and disclose accordingly.

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

13. Insurance. The Contractor will carry adequate liability and other appropriate forms of insurance, including worker compensation insurance when required by law.
14. Licensure. The Contractor and its employees and any permitted subcontractors or sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
15. Ownership of Work Product/Assignment of Product Rights. All work performed by Contractor under this Contract is work made for hire and is the property of GNRC. All deliverables resulting from work described in Exhibit [X] of this Contract shall become the property of GNRC upon proper payment for the Services.

Notwithstanding above, Contractor's proprietary information, including without limitation, work papers, drawings, specifications, processes, procedures, software, interim or draft documents, methodologies, know-how, and other instruments of service belonging to or licensed by Contractor and used to develop the work product ("Contractor Data"), shall remain the sole property of Contractor. To the extent the Deliverables contain or require the use of Contractor Data, Contractor hereby grants to GNRC and its state and federal grantors, upon proper payment for the Services, a non-exclusive, non-transferable and royalty-free perpetual license to use such Contractor Data solely for the purposes for which the Deliverables were developed.

Nothing in this Article shall be construed to prohibit Contractor from using skills, knowledge or experience gained by Contractor in the performance of the Services for other purposes, provided that, Contractor does not use GNRC's Confidential Information.

16. Copyrights; Contractor Intellectual Property; Indemnification. GNRC and the Tennessee Department of Transportation may copyright any books, publications, or other copyrightable materials developed in the course of this Federal Highway Administration-funded project. The FHWA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.
17. Notations and Statements. All reports, maps, and other documents prepared as a part of this Contract, exclusive of documents for internal use only by parties hereto, and financed with federal transportation planning funds shall carry the following notation on the front cover or title page:

[SPECIFY IF APPLICABLE]

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

18. Confidentiality of Records. Strict standards of confidentiality of records and information will be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the GNRC or acquired by the Contractor on behalf of the GNRC that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section will permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the GNRC or third parties. Confidential Information will not be disclosed except as required or permitted under state or federal law. Contractor will take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

"Confidential Information" shall not include:

- (i) information that Contractor possessed prior to the date of this Contract,
- (ii) information that Contractor develops independently without use of any of GNRC's Confidential Information,
- (iii) information Contractor rightfully receives from a third party free to make such disclosure without breach of any legal obligation
- (iv) becomes publicly available without breach of this Contract or
- (v) such disclosure as required by law or court order, provided that before making such disclosure, Contractor shall promptly provide GNRC with written notice of such requirement and a reasonable opportunity for GNRC to object to the disclosure or to take action as GNRC deems appropriate to maintain the confidentiality of the confidential information.

The obligations set forth in this Section will survive the termination of this Contract.

19. State and Federal Compliance. The Contractor will comply with all applicable state and federal laws and regulations in the performance of this Contract. Contractor understands and agrees that GNRC is relying upon Contractor's knowledge and expertise with respect to the laws that govern Contractor's provision of the Services, including, without limitation, laws related to the security of personal information and storage and transmission of bank and financial account data. Compliance with all applicable laws and regulations is a material requirement of this Contract.
20. Tennessee Department of Revenue Registration. The Contractor will comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
21. Governing Law. This Contract will be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the state or federal courts located within Davidson County.
22. Maintenance of Records. The Contractor will maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, will be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the GNRC, the Comptroller of the Treasury, or their duly appointed representatives. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit

findings involving the records have been resolved. The financial statements shall be prepared in accordance with generally accepted accounting principles.

Contractor understands and agrees that all records under this Contract may be subject to state or federal public records laws and that the refusal of any Contractor, subcontractor, or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Contract is a material breach upon which GNRC may elect to immediately terminate this Contract.

23. Monitoring. The Contractor's activities conducted, materials, and records maintained pursuant to this Contract will be subject to inspection, monitoring, audit and evaluation by the GNRC, the Federal Highway Administration, the Tennessee Comptroller of the Treasury, or their duly appointed representatives.
24. Progress Reports. The Contractor will submit brief, periodic progress reports to the GNRC as requested.
25. Strict Performance. Failure by any party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract will not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written amendment signed by the parties to this Contract.
26. Limitation of Liability. Neither party will have any liability except as specifically provided in this Contract or otherwise required by law.
27. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause. If such conditions and circumstances do occur, the GNRC and Contractor may mutually agree, in writing, to the modifications to be made to this Contract.
28. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
29. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract will not be affected and will remain in full force and effect. The terms and conditions of this Contract are severable.
30. Headings. Section headings of this Contract are for reference purposes only and will not be construed as part of this Contract.
31. Incorporation of Additional Documents. Each of the following documents are included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items will govern in order of precedence below:
 - a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with attachments.
32. Disputes. Any dispute relating to this Contract shall be submitted to a senior representative of each Party ("Representative") who shall have the authority to enter into an agreement to resolve the dispute. The Representatives shall not have been directly involved in the provision or superintending of the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of

these or other settlement negotiations shall be deemed to be a party admission. If the Representatives are unable to resolve the dispute within 3 weeks or such longer period as the Parties may agree in writing, then the parties shall attempt to resolve the dispute through mediation conducted by an attorney licensed in Tennessee who is a Tennessee Supreme Court Rule 31 Mediator. The good-faith attempt at a pre-litigation mediation process is agreed to be a condition precedent to the right of either party to initiate litigation as a means of resolving any dispute under this Contract.

33. Time. Time is of the essence with respect to every term of this Contract. Failure to perform any obligation under this Contract in a timely manner is a material breach.

