

CLARKSVILLE METROPOLITAN PLANNING ORGANIZATION
Clarksville and Montgomery Co., TN
Oak Grove, KY and portions of Hopkinsville, and Christian Co., KY

REQUEST FOR PROPOSALS
FOR
2050 Metropolitan Transportation Plan

RFP NUMBER: 2022-01

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1 INTRODUCTION

1.1 Statement of Purpose

The Clarksville-Montgomery County Regional Planning Commission, hereinafter referred to as the RPC, acting on behalf of the Clarksville Area Metropolitan Planning Organization, hereinafter referred to as the MPO, has issued this Request for Proposals (RFP) to define the RPC/MPO's minimum service requirements; solicit proposals; detail proposal requirements; and, outline the RPC/MPO's process for evaluating proposals and selecting the Consultant/Contractor.

Through this RFP, the RPC/MPO seeks to buy the best services at the most favorable, competitive price and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises, opportunity to do business with the RPC/MPO as contractors and sub-contractors.

The RPC/MPO intends to secure a contract for the preparation and development of an updated Metropolitan Transportation Plan and Travel Demand Model (TDM) for the bi-state Clarksville Area MPO.

The MPO was established in 1977. The Tennessee portion of the Study Area was expanded to include all of Montgomery County in October 2008. Thus, the current Study Area consists of the City of Clarksville and Montgomery County, TN, the City of Oak Grove, southern most portions of the City of Hopkinsville and Christian County, KY. The area is also home to the Ft. Campbell U.S. Army Military Base.

On March 6, 2015, EPA published its final "SIP Requirements" rule. In this rule, EPA revoked the requirements for the 1997 8-hour ozone NAAQS; including transportation conformity requirements for the 1997 ozone NAAQS. The final rule became effective April 6th, 2015. On October 1, 2015, EPA strengthened the standard for ground-level ozone to 0.70 ppb. Currently, the MPO counties are in attainment with a maintenance plan.

The MPO has an adopted 2045 Metropolitan Transportation Plan that will need to be advanced to 2050. The successful proposer will prepare an updated Metropolitan Transportation Plan that incorporates the existing programs from the FAST Act and the new policies and programs from the Infrastructure Investment and Jobs Act, otherwise known as the Bipartisan Infrastructure Law (IIJA/BIL). The update must be acceptable to the Tennessee Department of Transportation, Kentucky Transportation Cabinet, the Federal Highway Administration Tennessee and Kentucky Division Offices, and the Federal Transit Authority Region 4 Office.

1.2 Scope of Services, Contract Period, and Required Terms and Conditions

The RFP Attachment 1, *Pro Forma* Contract (pg. 13) details the RPC/MPO's required:

- Scope of Services and Deliverables;
- Contract Period;
- Payment Terms;
- Standard Terms and Conditions; and,
- Special Terms and Conditions.

The *pro forma* contract substantially represents the contract document that the proposer selected by the RPC/MPO MUST agree to and sign.

1.3 Nondiscrimination and DBE Assurance:

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the RPC/MPO's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or state constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to

discrimination in the performance of contracts with the RPC/MPO or in the employment practices of the

RPC/MPO's contractors. Accordingly, all vendors entering into contracts with the RPC/MPO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The MPO has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee and Kentucky, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations.

Mrs. Jill Hall, Transportation Planner
Clarksville Area MPO
329 Main Street
Clarksville, TN 37040
931.645.7448 Jill.Hall@CityofClarksville.com

1.4 Assistance to Proposers with a Disability

A Proposer with a disability may receive accommodation regarding the means of communicating this RFP and participating in this RFP process. A Proposer with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline (August 5, 2022) detailed in the RFP Section 2, Schedule of Events (pg. 5).

1.5 RFP Communications

1.5.1 Unauthorized contact regarding this RFP with employees or officials of the RPC/MPO, other than detailed below, may result in disqualification from this procurement process.

1.5.1.1 Interested Parties must direct all communications regarding this RFP to the following RFP Coordinator, who is the RPC/MPO's official point of contact for this RFP:

Mr. Stan Williams, Transportation Planning Director
Clarksville Area MPO
329 Main Street
Clarksville, TN 37040
931.206.9689 Cell or 931.645.7448 Office
Stan.Williams@cityofclarksville.com

1.5.2 The RPC/MPO has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:

RFP- 2022-01

1.5.3 Any oral communications shall be considered unofficial and non-binding with regard to this RFP.

1.5.4 Each Proposer shall assume the risk of the method of dispatching any communication or proposal to the RPC/MPO. The RPC/MPO assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic "postmarking" of a communication or proposal to the RPC/MPO by a deadline date shall not substitute for actual receipt of a communication or proposal by the RPC/MPO.

- 1.5.5 The RFP Coordinator must receive all written comments thru electronic mail, including questions and requests for clarification, no later than the Written Comments Deadline (August 12, 2022) detailed in the RFP Section 2, Schedule of Events.
- 1.5.6 The RPC/MPO reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The RPC/MPO's official responses and other official communications will be thru electronic mail.
- 1.5.7 The RPC/MPO will convey all official responses and communications pursuant to this RFP to the potential proposers from whom the RPC/MPO has received a Notice of Intent to Propose.
- 1.5.8 Only the RPC/MPO's official, written responses and communications shall be considered binding with regard to this RFP.

1.6 Notice of Intent to Propose

Each potential proposer should submit a Notice of Intent to Propose thru electronic mail, to the RFP Coordinator by August 8, 2022 the deadline detailed in the RFP Section 2, Schedule of Events. The notice should include:

- Proposer's name.
- Name and title of a contact person.
- Address, telephone number, e-mail address of the contact person.

NOTICE: A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of written communications regarding the RFP (refer to RFP Sections 1.5, *et seq.*, above).

1.7 Proposal Deadline

Proposals must be submitted no later than the Proposal Deadline time and date (September 1, 2022) detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP attachments. Any incomplete proposal shall be considered non-responsive and RPC/MPO shall reject it. A late proposal shall not be accepted, and a Proposer's failure to submit a proposal before the deadline shall cause the proposal to be disqualified.

2 RFP SCHEDULE OF EVENTS

The following Schedule of Events represents the RPC/MPO's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., CDST.

RFP SCHEDULE OF EVENTS		
NOTICE: The RPC/MPO reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The RPC/MPO will communicate any adjustment to the Schedule of Events to the potential proposers from whom the RPC/MPO has received a Notice of Intent to Propose.		
EVENT	TIME	DATE (all dates are RPC/MPO business days)
1. RPC/MPO Issues RFP		July 29, 2022
2. Disability Accommodation Request Deadline		August 5, 2022
3. Notice of Intent to Propose Deadline		August 8, 2022
Written Comments Deadline Comments submitted to RFP Coordinator by e-mail.		August 12, 2022
4. RPC/MPO Responds to Written Comments Written responses sent by e-mail to all proposers who submitted a letter of intent to propose.		August 17, 2022
5. Proposal Deadline Proposals submitted to RFP Coordinator. Technical proposals distributed to RFP Evaluation Team.		September 1, 2022
6. RFP Evaluation Team Completes Technical Proposal Evaluations and Submits to RFP Coordinator; RFP Coordinator calculates technical scores		September 9, 2022
7. RPC/MPO Issues Evaluation Notice <u>and</u> Opens RFP Files for Public Inspection		September 12, 2022
8. TDOT and KYTC Approve Contract		September 16, 2022
9. Contract Signing and Start Date		September 19, 2022

3 PROPOSAL REQUIREMENTS

Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. There will be no best and final offer procedure.

3.1 Proposal Form and Delivery

3.1.1 Each response to this RFP must consist of a Technical Proposal as described below.

3.1.2 Each Proposer must submit one (1) original and four (4) copies of the Technical Proposal to the RPC/MPO in a sealed package that is clearly marked:

“Technical Proposal in Response to RFP- 2022-01-- Do Not Open”

3.1.3 The RPC/MPO must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline date detailed in the RFP Section 2, Schedule of Events.

329 Main Street, Clarksville, TN 37040

3.1.4 A Proposer may not deliver a proposal orally or by any means of electronic transmission.

3.2 Technical Proposal

3.2.1 The RFP Attachment 4, Technical Proposal and Evaluation Guide (pg. 27) details specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response.

3.2.2 Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer should duplicate the Technical Proposal and Evaluation Guide, and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate).

3.2.3 Each proposal should be economically prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 1/2" x 11" paper. All proposal pages must be numbered.

3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

3.2.5 The RPC/MPO may determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide.

3.2.6 The RPC/MPO may determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide.

4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION

4.1 Proposer Required Review and Waiver of Objections

Each Proposer must carefully review this RFP and all attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by the RPC/MPO no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of the RPC/MPO, in writing, by the Written Comments Deadline.

4.2 RFP Amendment and Cancellation

The RPC/MPO reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, the RPC/MPO will convey such amendment to the potential proposers who submitted a Notice of Intent to Propose. Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.

The RPC/MPO reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety in accordance with applicable laws and regulations.

4.3 Proposal Prohibitions and Right of Rejection

4.3.1 The RPC/MPO reserve the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.

4.3.2 Each proposal must comply with all of the terms of this RFP and all applicable laws and regulations. The RPC/MPO may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. The RPC/MPO may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the RPC/MPO may reject such a proposal.

4.3.3 A proposal of alternate services (*i.e.*, a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.

4.3.4 A Proposer may not restrict the rights of the RPC/MPO or otherwise qualify a proposal. The RPC/MPO may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.5 A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the RPC/MPO may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.6 A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer.

4.3.7 A Proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and permitting a second Proposer to submit another proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different forms may result in the disqualification of all Proposers knowingly involved.

- 4.3.8 The RPC/MPO shall reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer. Regardless of the time of detection, the RPC/MPO shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.
- 4.3.9 The RPC/MPO shall not contract with or consider a proposal from:
- 4.3.9.1 an individual who is, or within the past six months has been, an employee or official of the RPC/MPO; or,
- 4.3.9.2 a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the RPC/MPO (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity); or,
- 4.3.9.3 a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the RPC/MPO in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- 4.3.9.4 any individual, company, or other entity involved in assisting the RPC/MPO in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a proposal in response to this RFP.
- 4.3.9.5 For the purposes of applying the requirements of RFP subsection 4.3.9, *et. seq.*, an individual shall be deemed an employee or official of the RPC/MPO until such time as all compensation for salary, termination pay, and annual leave has been paid.

4.4 Incorrect Proposal Information

If the RPC/MPO determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.

4.5 Proposal of Additional Services

If a proposal offers services in addition to those required by and described in this RFP, the additional services may be added to the contract before contract signing at the discretion of the RPC/MPO, subject to approval of the final contract by TDOT and KYTC

4.6 Assignment and Subcontracting

- 4.6.1 The Proposer awarded a contract pursuant to this RFP may not subcontract, transfer, or assign any portion of the contract without the RPC/MPO's prior, written approval.
- 4.6.2 A subcontractor may only be substituted for a proposed subcontractor at the discretion of the RPC/MPO and with the RPC/MPO's prior, written approval.
- 4.6.3 At its sole discretion, the RPC/MPO reserves the right to refuse approval of any subcontract, transfer, or assignment.
- 4.6.4 Notwithstanding RPC/MPO approval of each subcontractor, the Proposer, if awarded a contract pursuant to this RFP, shall be the prime contractor and shall be responsible for all work performed.

4.7 Right to Refuse & Bind Personnel

4.7.1 At its sole discretion, the RPC/MPO reserves the right to refuse any personnel, of the prime contractor or a subcontractor, for use in the performance of a contract pursuant to this RFP.

4.7.2 At its sole discretion, the RPC/MPO reserves the right to bind key personnel offered in the Response to the RFP by the Proposer for both the prime contractor and any subcontractor, and reserves the right to approve or reject any proposed change in key personnel during execution of the contract.

4.8 Insurance

The RPC/MPO may require the apparent successful Proposer to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the RPC/MPO may require, at its sole discretion, the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the RPC/MPO shall be in form and substance acceptable to the RPC/MPO.

4.9 Licensure

Before a contract pursuant to this RFP is signed, the apparent successful Proposer must hold all necessary, applicable business and professional licenses. The RPC/MPO may require any or all Proposers to submit evidence of proper licensure.

4.10 Service Location and Work Space

The service pursuant to this RFP is to be performed, completed, managed, and delivered as detailed in the RFP Attachment 1, *Pro Forma* Contract. Work space on the RPC/MPO's premises may be available for contractor use in accordance with the *pro forma* contract or at the RPC/MPO's discretion. Any work performed on the RPC/MPO's premises shall be completed during the RPC/MPO's standard business hours.

4.11 Proposal Withdrawal

4.11.1 A Proposer may withdraw a submitted proposal at any time up to the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. To do so, a proposer must submit a written request, signed by a Proposer's authorized representative to withdraw a proposal. After withdrawing a previously submitted proposal, a Proposer may submit another proposal at any time up to the Proposal Deadline.

4.11.2 Any Response to RFP received shall be valid for 90 calendar days, and cannot be withdrawn after the Proposal Deadline. The period of validity of the Response to the RFP must be stated in the cover letter and shall not be less than 90 calendar days (although it may be more).

4.12 Proposal Errors and Amendments

Each Proposer is liable for all proposal errors or omissions. A Proposer will not be allowed to alter or amend proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the RPC/MPO.

4.13 Proposal Preparation Costs

The RPC/MPO will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

4.14 Disclosure of Proposal Contents

Each proposal and all materials submitted to the RPC/MPO in response to this RFP shall become the property of the RPC/MPO. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Notwithstanding, a list of actual proposers submitting timely proposals may be available to the public, upon request, directly after technical proposals are opened by the RPC/MPO.

4.15 Contract Approval

The RFP and the contractor selection processes do not obligate the RPC/MPO and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. Contract award and RPC/MPO obligations pursuant thereto shall commence only after the contract is signed by the Contractor and the head of the procuring RPC/MPO agency and after the contract is approved by the Tennessee Department of Transportation and the Kentucky Transportation Cabinet.

4.16 Contract Payments

All contract payments shall be made in accordance with the contract's Payment Terms and Conditions provisions (refer to RFP Attachment 1, *Pro Forma* Contract). No payment shall be made until the contract is approved as required by RPC/MPO laws and regulations. The contractor shall not begin work until receiving written Notice To Proceed. Under no conditions shall the RPC/MPO be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before contract approval by RPC/MPO officials as required by applicable statutes and rules of the RPC/MPO or before the contract start date or after the contract end date specified by the contract.

4.17 Contractor Performance

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the RPC/MPO. The RPC/MPO may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the RPC/MPO may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the RPC/MPO requires such an inspection, the Contractor shall provide reasonable access and assistance in a timely manner.

4.18 Contract Amendment

During the course of this contract, the RPC/MPO may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the RPC/MPO shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the RPC/MPO and the Contractor reach an agreement regarding the work and associated compensation, such agreement shall be effected by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring agency and must be approved by other RPC/MPO officials as required by RPC/MPO laws and regulations, as well as the Tennessee Department of Transportation and the Kentucky Transportation Cabinet. The Contractor shall not commence additional work until the RPC/MPO has issued a written contract amendment and secured all required approvals.

4.19 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision shall not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the RPC/MPO and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5 PROPOSAL EVALUATION & CONTRACT AWARD

5.1 Evaluation Categories and Maximum Points

The RPC/MPO will consider qualifications and experience, technical approach, and cost in the evaluation of proposals. The maximum points that shall be awarded for each of these categories are detailed below.

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	40
Technical Approach	60

5.2 Evaluation Process

The proposal evaluation process is designed to award the contract not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

- 5.2.1 The RFP Coordinator will use the RFP Attachment 4, Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.
 - 5.2.1.1 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 4, Technical Proposal and Evaluation Guide, Technical Proposal Section A). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document its determination of whether: (1) the proposal meets requirements for further evaluation; (2) the RPC/MPO will request clarifications or corrections; or, (3) the RPC/MPO will determine the proposal non-responsive to the RFP and reject it.
 - 5.2.1.2 A Proposal Evaluation Team, made up of four (4) individuals representing TDOT, KYTC and RPC staff, will evaluate each Technical Proposal that appears responsive to the RFP.
 - 5.2.1.3 Each Proposal Evaluation Team member will independently, evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with the RFP Attachment 4, Technical Proposal and Evaluation Guide.
 - 5.2.1.4 The RPC/MPO reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the RPC/MPO. The subject Proposer shall put any resulting clarification in writing as may be required by the RPC/MPO.
- 5.2.2 For each responsive proposal, the RFP Coordinator will add the average Technical Proposal score to the Cost Proposal score (refer to RFP Attachment 6, Proposal Score Summary Matrix, pg. 33).

5.3 Contract Award Process

- 5.3.1 The MPO Transportation Director will forward the results of the proposal evaluation process to the Executive Director of the RPC, who will consider the proposal evaluation process results and all pertinent information available to make a determination about the contract award. The RPC/MPO reserves the right to make an award without further discussion. The RPC/MPO reserves the right to request interviews/presentations from the top 2 ranked Proposers.

- 5.3.2 After the Executive Director's determination, the RPC/MPO will issue an Evaluation Notice to identify the apparent best-evaluated proposal on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

- 5.3.3 The RPC/MPO will also make the RFP files available for public inspection on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

- 5.3.4 The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with the RPC/MPO which shall be substantially the same as the RFP Attachment 1, *Pro Forma* Contract.

However, the RPC/MPO reserves the right, at its discretion, to add terms and conditions or to revise *pro forma* contract requirements in the RPC/MPO's best interests subsequent to this RFP process, subject to approval of the final contract by TDOT and KYTC. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.

- 5.3.5 The Proposer with the apparent best-evaluated proposal must sign and return the contract drawn by the RPC/MPO pursuant to this RFP no later than the Contract Signature Deadline date September 19, 2022 (Section 2, Schedule of Events). If the Proposer fails to provide the signed contract by the deadline, the RPC/MPO may determine that the Proposer is non-responsive to the terms of this RFP, reject the proposal and move on to negotiate with second ranked Proposer.

PRO FORMA CONTRACT

THIS AGREEMENT, made this ____ day of ____, 2022, by and between the Clarksville-Montgomery County Regional Planning Commission on behalf of the Clarksville Urbanized Area Metropolitan Planning Organization (CUAMPO), (hereinafter called the "Client") and *Consultant's Name* (hereinafter called "Consultant") for the preparation and development of an updated 2050 Metropolitan Transportation Plan (MTP) and Travel Demand Model for the CUAMPO Study Area.

In consideration of the mutual covenants and agreement herein contained, the Client and Consultant agree as follows:

SECTION I - SCOPE OF SERVICES

1. The work to be performed under this Agreement includes the preparation and development of a 2050 MTP and Travel Demand Model (TDM) for the Study/Planning Area. The specific responsibilities of this effort are contained in the Scope of Services (pg. 19).

SECTION II - SCHEDULE

1. The Project schedule provides for completion of the entire Project by **January 11, 2024** (refer to Schedule of Events). This schedule may be amended during the course of the contract as mutually agreed by the Client and Consultant.
2. Consultant shall perform the work in character, sequence and timing so that it will be coordinated with that of the Client and Consultant.

SECTION III - COMPENSATION AND PAYMENTS

1. Consultant agrees to provide those services, as described in the Scope of Services. For satisfactory performance of the services contained in this Agreement, the Client shall pay Consultant in accordance with the Scope of Services. Total compensation for this project, including labor, overhead, travel, printing, copying and other services and expenses shall not exceed \$ (*Intentionally Blank*).
2. Invoices shall be submitted by Consultant to the Client on a monthly basis for actual work performed and cost incurred. Consultant shall not charge interest for the time between receipt of invoice and receipt of payment. Each invoice shall be prepared to request payment of the portion of the lump sum amount in proportion to the percentage of services rendered during the invoice period to the total of services to be provided hereunder. The monthly invoice shall contain a status report that outlines the work performed for the period covered by the invoice.
3. Such invoices shall be paid to Consultant by the Client within thirty (30) days of presentation to the Client. Consultant shall have the right to suspend performance hereunder, without penalty in the event its invoice remains unpaid sixty (60) days after presentation to the Client.

SECTION IV - INDEPENDENT CONTRACTOR

1. Consultant represents that it has, or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the Client. Consultant, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of the Client by reason of this Agreement.

SECTION V - INSURANCE

1. Consultant shall maintain, during the life of this Agreement, the following insurance in amounts not less than the following

Worker's Compensation	Statutory Amount
General Liability	\$1,000,000 per occurrence
Employers Liability	\$1,000,000 per occurrence
Automobile Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim/aggregate

Consultant shall furnish Certificates of Insurance as evidence thereof to the Client. The Certificate shall plainly designate the name of the Project for which the Certificate is provided.

SECTION VI – INDEMNIFICATION

1. Consultant shall indemnify and hold harmless the Client from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused by, resulting from, or arising out of the negligent acts, errors, or omissions of Consultant in the performance of services under this Agreement.

In the event of any reuse or other use by the Client of the drawings, specifications, and other documents furnished by Consultant hereunder, Consultant shall not be responsible for any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused by, resulting from, or arising out of Client's reuse or other use.

SECTION VII - TERMS AND CONDITIONS

1. Copyrights
The Tennessee Department of Transportation and the Kentucky Transportation Cabinet may copyright any books, publications, or other copyrightable materials developed in the course of this FHWA funded project. The FHWA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.
2. Lobbying
Consultant 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 Client, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with its grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. Consultant 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 sub recipients of federally appropriated funds shall certify and disclose accordingly.

3. Nondiscrimination

Consultant 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 Consultant 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, Commonwealth of Kentucky constitutional, or statutory law. Consultant shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of discrimination.

4. Maintenance of Records

Consultant shall maintain documentation for all charges against the Client. The books, records and documents of Consultant, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit at Consultant's offices, at any reasonable time and upon reasonable notice by the Client or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

5. Suspension and Debarment

Consultant 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).

6. Conflicts of Interest

Consultant 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 or February 18, 1986 (3CFR, 1986 Comp., p 189).

7. Environmental Tobacco Smoke

Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," Consultant shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. Consultant shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this agreement.

8. Licensure

The Consultant and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, State, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

9. Notations and Statements

All reports, maps, and other documents prepared as a part of this agreement, exclusive of documents for internal use only by parties hereto, and financed with FHWA "PL" funds shall carry the following notation on the front cover or title page:

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

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

10. Public Accountability

If Consultant is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this agreement involves the provision of services to citizens by Consultant on behalf of the Tennessee Department of Transportation, Consultant agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and Consultant shall display in a prominent place, located near the passageway through which the public enters in order to receive these supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

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

11. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released shall include the statement, "This project is funded under a grant contract with the State of Tennessee".

12. Records. The Consultant shall maintain documentation for all charges under this contact. The books, records, and documents of the Consultant, insofar as they relate to work performed or money received under this 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 Consultant'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 Government Account Standards Board (GASB) or the Financial Accounting Standards Board (FASB) Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant 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 authorized by state law. Also compliance

with any recording keeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

13. Termination for Cause

If the Consultant fails to properly perform its obligations under this agreement in a timely or proper manner, or if the Consultant violates any terms of this agreement, the Client shall have the right to immediately terminate this agreement by giving written notice and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Consultant shall not be relieved of liability to the Client for damages sustained by virtue of any branch of this agreement by the Consultant.

12. Termination for Convenience

This Agreement may be terminated by either party by given written notice to the other, at least ten (10) days before the effective date of termination. Should either party exercise this provision, Consultant shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Client be liable to Consultant for any service which has not been rendered. The final decision as to the amount, for the Client is liable, shall be determined by the Client. In the event of disagreement, Consultant may file a claim with the County/City Attorney in order to seek redress.

13. Use & Ownership of Documents

All documents, including, but not limited to, drawings, specifications, maps and other such instruments of service prepared or obtained under the terms of this Agreement shall be delivered to the Client and become the property of the Client.

All documents which are prepared by the Consultant and form part of its services, shall, upon completion become the property of the Client and shall be delivered to the Client. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Client.

All information owned, possessed or used by Consultant which is communicated to, learned, developed or otherwise acquired by the Consultant in the performance of the services for the Client, which is not generally known to the public, shall be confidential and Consultant shall not, beginning on the date of first association or communication between the Client and Consultant and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Consultant's own benefit or the benefit of another, any such confidential information unless required by law.

14. Successors and Assigns

This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors and assigns. Consultant shall not assign, sublet, or transfer their interests in this Agreement without the written consent of the Client. The Consultant shall not substitute any sub-consultants without the written approval and consent of the Client. The Consultant shall not substitute the (name of) Project Manager or Senior Travel Modeler stated in the Proposal without the written approval and consent of the Client.

15. Disputes

It is agreed by both parties that all unsettled claims, counterclaims, disputes, or other matters in question arising out of or related to this Agreement shall first be attempted to be resolved by non-binding mediation. This provision can be waived by the mutual consent of the parties or by either party if its right would be irrevocably prejudiced by a delay in initiating a lawsuit.

16. Extent of Agreement

This Agreement constitutes the entire and integrated agreement between the Client and Consultant and no other written or oral understanding shall constitute part of this Agreement.

17. Key Points of Contact

The key point of contact for the contract and for all written communications shall be:

Client

Consultant

J. Stan Williams
Transportation Planning Director

Representative
Title

This Agreement entered into as of the day and year first written above.

**CLARKSVILLE-MONTGOMERY COUNTY
REGIONAL PLANNING COMMISSION**

CONSULTANT

Jeffery R. Tyndall, AICP
Director of Planning

Representative
Title

SCOPE OF SERVICES

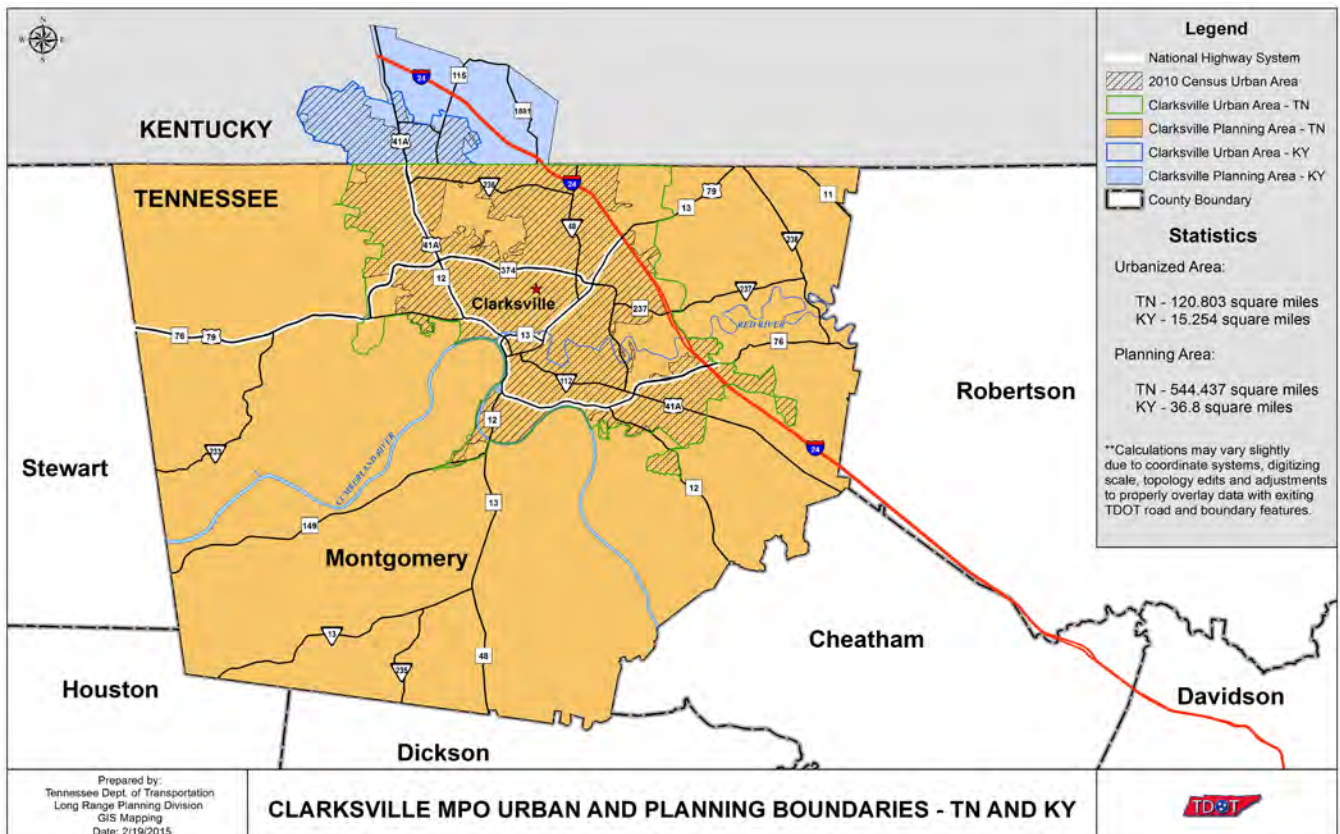
Clarksville Metropolitan Transportation Plan Update

The Clarksville Urbanized Area Metropolitan Planning Organization (CUAMPO), hereafter referred to as “the Client” is requesting Proposals from Consulting Firms (hereafter referred to as “the Consultant”) for updating the Metropolitan Transportation Plan (MTP). Said MTP Update will need to be completed in Draft Form by **November 29, 2023** (refer to Schedule 2 in this Scope of Work for more specifics).

Project Understanding and Study Area

The Client intends to have the 2040 Multi-Modal MTP updated to a Base Year of 2020, Horizon Years 2030, 2040 and out Year of 2050. The Consultant will be expected to update the MTP following the existing FAST Act and new IJA/BIL guidelines. A Participation Plan (PP) has been adopted that does comply with current Federal transportation act. The Consultant must follow the PP when updating the MTP. Both are posted on the CUAMPO website: www.cuampo.com

The Clarksville Area MPO was established in 1977. The Tennessee portion of the Study/Planning Area was expanded to include all of Montgomery County in October 2008. Thus, the current Study/Planning Area consists of the City of Clarksville and Montgomery County, TN, the City of Oak Grove, southern most portions of the City of Hopkinsville and Christian County, KY. The area is also home to the Ft. Campbell U.S. Army Military Base.



Task 1 – Kick-Off Meeting:

This meeting will serve as the initial meeting for the Client, KYTC and TDOT staff members that will work closely with the Consultant through out the project. The kick-off meeting will be used to establish a calendar for future meetings, as well as a communications plan between the Consultant and the Client. Representatives of the Consultant (including but not limited to, the Project Manager and Senior Travel Modeler and a representative of each sub consultant, if applicable) will participate in this meeting. The kick-off meeting will be used to convey to the Client the basic information that will be included in the MTP. The meeting will be documented by Consultant with meeting synopsis that will identify issues for discussion and updating throughout the project.

Task 2- Data Collection:

The Client staff will assist the Consultant to obtain the updated information for the 2020 Base Year. More specifics included in Task 3 and 6 below.

Task 3 – TDM Update:

The Consultant will update the existing validated TransCAD Traffic Demand Model (TDM) as part of this RFP. This contract will update the model to a base year of 2020, first analysis year of 2030, with interim analysis year of 2040 and the out horizon year of 2050. Alternative analysis should include: a) Existing + Committed network for 2020, 2030, 2050: Documentation of this work will be the technical memorandum, referred to as the Validation Report.

The current October 2018, Travel Demand Model Development, TDOT's Minimum TDM Calibration and Validation Guidelines, as well as their Approval Policy, are posted on the MPO's web site: www.cuampo.com. The consultant must adhere to TDOT's and the KYTC's modeling guidelines. The firm selected to do the TDM model update shall be pre-qualified by TDOT and KYTC. For more information on how to become pre-qualified, please contact Mohammad.Molla@tn.gov and Jayalakshmi.Balaji@ky.gov.

In addition, to reasonable VMT totals, the maximum acceptable RMSE shall be 35%. Said model development will need to be completed by **March 9, 2023** (refer to Schedule 1, pg. 23). If the Consultant is going to utilize a sub-contractor for TDM model update, this must be clearly indicated and recent experience with Trans CAD Volume 7 documented. The RPC Staff will provide assistance to the Consultant for population and housing estimates for 2020 and forecasts for the Horizon years by TAZ.

The selected consultant will geocode the employment information into the TAZ geography (that of the 2045 TDM dated October, 2018). The selected consultant will be responsible for manually placing in traffic zones employers that fail to address-match, up to a cut-off point of at least 95%. Clarksville-Montgomery County School system employees will need to be dispersed properly to individual school sites based on the total. The RPC Staff will contact APSU to ensure the facility, staff and students are assigned to the correct TAZs.

Task 4 – FAST Act & IJJA/BIL Planning Requirements and Compliance:

In considering the entire MTP and all inclusive elements, the selected consultants will be responsible for assuring the MTP meets the Planning Factors, Emphasis Areas and System Performance Report.

Task 5 – Transportation/Air Quality Planning:

Currently, Montgomery County and Christian County are designated by the U.S. Environmental Protection Agency (EPA) as attainment for 8-hour ground level Ozone Standards. Thus, CUAMPO is not required to produce a Transportation Conformity Report with Regional Emission Analysis.

Attainment areas must strive to help improve the air quality. If conformity is not maintained, projects may not be able to advance, thus making it more difficult to build or expand new transportation facilities for single occupant vehicles. The 8-hour Ozone Air Quality issue, as well as PM2.5, will be noted in this Updated MTP.

Task 6 - Develop a Financial Model for the Financial Capacity Analysis and Forecast Revenue:

The Consultant will update the revenue data supporting the financial analysis, including but not limited to federal, state, and local funding for transportation capital and operating expenses. The RPC Staff will assist in obtaining historical expenditure data from local transportation agencies. This data will be used as input into a spreadsheet financial model that will be developed for use in the fiscal constraint analysis. This spreadsheet model will be able to test alternative funding scenarios and do sensitivity analyses on the input assumptions. The model will be used to identify funding shortfalls by year and will be directly tied into the project database.

The project database developed in the TransCAD TDM will be adapted for use in this task. Any changes in the project database as well as any changes in the federal, state or local funding levels will be reflected in the financial model.

Task 7 - Develop a Methodology to Update Project Costs and to Develop Costs for New Projects by Year of Expenditure:

The Consultant will review historic trends of project cost by type and nature of project. The staff will review the latest project cost estimates prepared by the Consultant to be used to compare the estimates for similar projects to determine a normal range of cost for use in estimating the costs of new projects. This methodology would be used for establishing cost estimates for new projects identified in the plan update process as well as to update previously identified project costs. The cost model will have inflation adjustment factors built into the model. A spreadsheet model will be developed with the project cost information.

Task 8 - Identify (reaffirm) Metropolitan Plan Goals and Objectives and Establish Performance Criteria:

This task will be done in conjunction with the TransCAD TDM and will involve review, discussion, and endorsement by the staff. The Consultant will demonstrate how the long range plan goals and objectives take into consideration the FAST Act and IJJA/BIL planning factors.

Task 9 - Identify Operation and Maintenance Projects and Processes:

FAST Act and IJJA/BIL provides additional emphasis on the need to incorporate ongoing operations and maintenance into the existing transportation system. The Consultant will develop a process to identify necessary transportation system management activities such as ITS deployment, improved signage, additional or improved signalization, etc.

The financial plan will also take into account the operation and maintenance of the transportation system at both the state and local level, including but not limited to activities such as repaving and resurfacing, operation and maintenance of transit vehicles, ice and snow removal etc.

Task 10 - Conduct a Title VI (Environmental Justice) Analysis:

Conduct a Title VI analysis of the burdens and benefits of recommended transportation investments. If the results show any disproportionate adverse impacts to minority, low income, traditionally underserved populations and/or low English proficiency stakeholders, mitigation activities will be recommended.

Task 11 - Develop Draft Plan Document:

The final strategy recommended for this MTP will be documented in a Draft Plan. Said Draft will be delivered to the MPO, Tennessee Department of Transportation and Kentucky Transportation Cabinet and by **May 30, 2023** for review (refer to Schedule 2, pg. 24).

Task 12 – Public Participation:

Three (3) Public Meetings will be conducted to offer interested parties and the general public an opportunity to view and comment on the MTP. The first meeting will be held in Oak Grove, KY and a second meeting in Clarksville, TN at the conclusion of the Draft MTP. The third meeting will held following revisions to the Draft and concurrent with the presentation of the final report for adoption. The Client will provide meeting facilities and will publish all meeting notices. The Consultant will provide the following:

1. Preparation of Power Point presentation on the summary of the MTP
2. Preparation, printing and mounting for display of five (5) large format color display prints to illustrate plan findings.
3. Preparation and printing of a 1-page (double sided) color handout brochure summarizing the purpose and findings of the MTP.
4. Providing speaker(s) to conduct the presentation.
5. Compiling verbal and/or written comments received during the public meetings.

Task 13 - Finalize Plan:

A Final plan will be produced from the Draft to include public comments and responses. Final MTP will be delivered to the MPO for adoption by the TCC and Executive Board on **January 11, 2024** (refer to **Schedule 2**).

Task 14 – On going support:

Following the completion of TDM and MTP, the Consultant will provide support to the Client on an as-needed basis in the form of technical assistance for the TDM and MTP as may be required. Such services would be provided as a cost plus fixed fee @ hourly rates thru issuance of a work order.

SCHEDULE 1
TDM Development and Approval

Staff provides assistance to the Consultant to update current Network, Signals, 2020 AADT Counts, Population, Housing and Employment Files for the Study/Planning Area **September 19, 2022**

Consultant completes the update of the Network, Signals, ADT Counts, and Population/Employment at TAZ level for the Study Area **October 10, 2022**

Proposed TAZ.dbd for TDOT/KYTC review **October 31, 2022**

TDOT/KYTC comments returned **November 14, 2022**

Calibrated Base Year Model for TDOT/KYTC review **November 28, 2022**

TDOT/KYTC comments returned **December 19, 2022**

Final Base Year and Future YR Model
for TDOT/KYTC review **January 10, 2023**

TDOT/KYTC comments returned **January 24, 2023**

Intermediate year Models **January 31, 2023**

Draft Report for TDOT/KYTC review **February 1, 2023**

TDOT/KYTC Comments Returned **February 15, 2023**

Final Report **February 28, 2023**

Schedule 2
MTP Development and Approval

Opportunity for Public Input thru surveys, website	November, 2022
IAC reviews project list & short conformity report (MPO staff)	December 27, 2022
First Draft MTP submitted to MPO, TDOT & KYTC. All documents will have functionality (including search feature) and available via file sharing site	June 9, 2023
Draft revised based on TDOT and KYTC comments	July 24, 2023
Draft re-submitted to TDOT/KYTC comments addressed	August 21, 2023
Second Draft submitted to FHWA and FTA for review	August 31, 2023
Draft revised based on Federal comments	October 13, 2023
Draft re-submitted to TDOT comments addressed	October 26, 2023
Electronic copies of Draft distributed to Technical Coordinating Committee (TCC) and Executive Board (Exc. Brd.)	November 2, 2023
TCC and Exc. Brd. endorses Draft	November 16, 2023
Public review and comment period begins	November 21, 2023
Public comment period ends; comments and responses compiled for TCC and Exc. Brd. meeting	December 20, 2023
Exc. Brd. adopts 2050 MTP	January 11, 2024

PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer must complete and sign this *Proposal Transmittal and Statement of Certifications and Assurances*. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the Proposer’s chief executive or president, this document shall attach evidence showing the individual’s authority to bind the proposing entity.

Any contract resulting from this RFP process shall incorporate this *Proposal Transmittal and Statement of Certifications and Assurances* by reference as a part of said contract (refer to *pro forma* contract “Special Terms and Conditions”).

PROPOSER LEGAL ENTITY NAME:

--

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER:
(or Social Security Number)

--

The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:

- 1) This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 1, *Pro Forma* Contract Scope of Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 1, *Pro Forma* Contract.
- 2) The information detailed in the proposal submitted herewith in response to the subject RFP is accurate.
- 3) The proposal submitted herewith in response to the subject RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
- 4) The Proposers shall comply with:
 - a) the laws of the RPC/MPO of Tennessee;
 - b) Title VI of the federal Civil Rights Act of 1964;
 - c) Title IX of the federal Education Amendments Act of 1972;
 - d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
 - e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
 - f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
 - g) the condition that no amount shall be paid directly or indirectly to an employee or official of the RPC/MPO of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.
- 5) The Proposer shall provide a performance bond in accordance with the requirements of the RFP.

SIGNATURE & DATE:

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TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A		
PROPOSER NAME:		
SECTION A — MANDATORY REQUIREMENTS		
<p>The Proposer must address ALL Mandatory Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The RFP Coordinator will review all general mandatory requirements, including but not limited to the following:</p> <ul style="list-style-type: none"> ▪ Proposal received on or before the Proposal Deadline. ▪ Technical Proposal copies ▪ Proposer did NOT submit alternate proposals. ▪ Proposer did NOT submit multiple proposals in a different form. ▪ Technical Proposal does NOT contain any restrictions of the rights of the RPC/MPO or other qualification of the proposal. <p>The RFP Coordinator will also review the proposal to determine if the Mandatory Requirement Items (below) are met and mark each with pass or fail. For each requirement that is not met, the Proposal Evaluation Team must review the proposal and attach a written determination.</p> <p>Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to <i>pro forma</i> contract “Special Terms and Conditions”).</p> <p>NOTICE: In addition to these requirements, the RPC/MPO will also evaluate compliance with ALL RFP requirements.</p>		
Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items	RPC/MPO Use ONLY
		Pass/Fail
	<p>A.1 Provide the Proposal Transmittal and Statement of Certifications and Assurances (detailed in RFP Attachment 3) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.</p> <p><i>Each Proposer <u>must</u> sign the Proposal Transmittal and Statement of Certifications and Assurances without exception or qualification.</i></p>	
	<p>A.2 Provide a Statement assuring the Proposer will maintain, during the life of the Contract, the following insurance in amounts not less than the following.</p> <ul style="list-style-type: none"> ▪ Worker’s Compensation – Statutory Amount ▪ General Liability - \$1,000,000 per occurrence ▪ Employers Liability - \$1,000,000 per occurrence ▪ Automobile Liability - \$1,000,000 per occurrence ▪ Professional Liability - \$1,000,000 per claim/aggregate 	

Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items	RPC/MPO Use ONLY
		Pass/Fail
	<p>A.3 Provide a Statement of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the RPC/MPO) and, if so, the nature of that conflict.</p> <p><i>Any questions of conflict of interest shall be solely within the discretion of the RPC/MPO, and the RPC/MPO reserves the right to cancel any award.</i></p>	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B

PROPOSER NAME:	
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SECTION B — QUALIFICATIONS & EXPERIENCE

The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).

A Proposal Evaluation Team, made up of four MPO employees and members, will independently evaluate and score the proposal's "qualifications and experience" responses.

Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to *pro forma* contract "Special Terms and Conditions").

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	B.1 Describe the Proposer's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, and telephone number of the person the RPC/MPO should contact regarding the proposal.
	B.2 Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.
	B.3 Provide a Statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.
	B.4 Provide a brief, descriptive Statement indicating the Proposer's credentials to deliver the services sought under this RFP.
	B.5 Briefly describe how long the Proposer has been performing the services required by this RFP and include the number of years in business.
	B.6 Describe the Proposer organization's number of employees, client base, and location of offices.
	B.7 Provide a narrative description of the proposed project team, its members, and organizational structure.
	B.8 Provide a personnel roster and resumes of key people who shall be assigned by the Proposer to perform duties or services under the contract (include estimated number of hours to be worked on the contract for each person, and the resumes shall detail each individual's title, education, current position with the Proposer, and employment history) as well as an organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.
	B.9 Provide a Statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform.

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	<p>B.10 Provide documentation of Proposer commitment to diversity as represented by its business strategy, business relationships, and workforce — this documentation should detail:</p> <ul style="list-style-type: none"> ▪ a description of the Proposer’s existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises ▪ a listing of the Proposer’s current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information <ul style="list-style-type: none"> ○ contract description and total value ○ contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) ○ contractor contact and telephone number ▪ an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> ○ participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics) ○ descriptions of anticipated contracts ○ names and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated ▪ the percent of the Proposer’s total current employees by ethnicity, sex, and disability <p><i>Proposers that demonstrate a commitment to diversity will advance RPC/MPO efforts to expand opportunity to do business with the RPC/MPO as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a disability and small business enterprises and that offers a diverse workforce to meet service needs.</i></p>
	<p>B.11 Provide customer references for similar projects representing three current or completed projects, as well as a list, if any, of all current contracts with the RPC/MPO and all those completed within the previous five year period.</p> <p>Each reference must include:</p> <ul style="list-style-type: none"> ▪ the company name and business address; ▪ the name, title, and telephone number of the company contact knowledgeable about the project work; and ▪ a brief description of the service provided and the period of service. <p>The list of contracts with the RPC/MPO must include:</p> <ul style="list-style-type: none"> ▪ the signing date; ▪ the project completion date.

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items	
	<p><i>Each evaluator will generally consider the results of reference inquiries by the RPC/MPO regarding <u>all</u> references provided (both RPC/MPO and non-RPC/MPO). Current or prior contracts with the RPC/MPO are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with the RPC/MPO will not automatically result in the addition or deduction of evaluation points.</i></p>	
<p align="center"><i>(Maximum Section B Score = 40)</i></p>		
<p align="center">SCORE (for <u>all</u> Section B items above, B.1 through B.11):</p>		

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

PROPOSER NAME:	
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SECTION C — TECHNICAL APPROACH

The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposal Evaluation Team will independently evaluate and score the proposal’s response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The RFP Coordinator will multiply each item score by the assigned weight with the product being the item’s raw weighted score for purposes of calculating the section score as detailed at the end of this table.

Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to *pro forma* contract “Special Terms and Conditions”).

Proposal Page # (to be completed by Proposer)	Technical Approach Items	RPC/MPO Use ONLY		
		Score	Item Weight	Raw Weighted Score
	C.1 Provide a narrative that illustrates the Proposer’s understanding of the RPC/MPO’s requirements and project schedule.		3	
	C.2 Provide a narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the RPC/MPO’s project schedule.		4	
	C.3 Provide a narrative that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the RPC/MPO’s project schedule.		5	
Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>				

MAJOR TASKS
Task 1 – Kick-Off Meeting
Task 2- Data Collection
Task 3 – TDM Update
Task 4 – FAST Act & IIJA/BIL Planning Requirements and Compliance:
Task 5 – Transportation/Air Quality Planning
Task 6 - Develop a Financial Model for the Financial Capacity Analysis and Forecast Revenue
Task 7 - Develop a Methodology to Update Project Costs and to Develop Costs for New Projects by Year of Expenditure
Task 8 - Identify (reaffirm) Metropolitan Plan Goals and Objectives and Establish Performance Criteria
Task 9 - Identify Operation and Maintenance Projects and Processes
Task 10 - Conduct a Title VI (Environmental Justice) Analysis
Task 11 - Develop Draft Plan Document
Task 12 – Public Participation
Task 13 - Finalize Plan

PROPOSAL SCORE SUMMARY MATRIX

RFP Coordinator		Date				
QUALIFICATIONS & EXPERIENCE Maximum Points: 40	PROPOSER NAME	PROPOSER NAME	PROPOSER NAME	PROPOSER NAME	PROPOSER NAME	PROPOSER NAME
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
TECHNICAL APPROACH Maximum Points: 60						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
PROPOSAL SCORE Maximum Points: 100	TOTAL SCORE:		TOTAL SCORE:		TOTAL SCORE:	