

REQUEST FOR PROPOSALS

TRANSIT PLANNING SOFTWARE AS A SERVICE (SaaS)

Knoxville Knox County Planning (Planning) in cooperation with Knoxville Area Transit (KAT) seeks proposals for the provision of a transit planning web-based Software as a Service (SaaS) to assist in planning and analyzing transit and other types of transportation planning efforts for the Knoxville Metropolitan Planning Area (MPA). For contracting purposes, Planning and the Knoxville Regional Transportation Planning Organization (TPO) are one-in-the-same agency. The TPO is an independent agency engaged in the performance of meeting the required federal transportation planning regulations for urbanized areas greater than 50,000 population, however, it is housed within the agency known as Knoxville Knox County Planning, which provides the professional transportation planning staff for the TPO and acts as the contracting agency for grant-funded projects and services.

The TPO serves as the federally designated Metropolitan Planning Organization for the Knoxville Urbanized Area. The TPO's MPA includes an area defined as all of Knox County and parts of Anderson, Blount, Loudon and Sevier counties, including the municipalities of: Clinton, Oak Ridge, Alcoa, Maryville, Farragut, Knoxville, Loudon, and Lenoir City.

The SaaS must have an online platform that requires no demographic data or software updating by users. The SaaS must also portray demographic and cost calculations in real time as changes are made to routes, schedules and stops. The SAAS must not require advanced training and must have the ability to demonstrate the impact of changes immediately for the benefit of the public and decision-makers.

This will be a two-year agreement with an option to renew for (up to) three additional years.

SCOPE OF SERVICE

A. Scope of Service

This software shall be an off-the-shelf web-based geospatial mapping tool that streamlines multi-step functions of the operations planning process by providing instant geospatial analysis, scheduling information, resource requirements, and cost estimates as routes and schedules are modified for different scenarios.

The software should provide the following benefits to Planning/KAT:

- Optimize traditionally time-consuming multi-step processes that are core functions of the service planning workflow, ultimately resulting in better transit service for the public;
- Support faster and more frequent analysis of potential route or schedule changes;
- Provide the opportunity to give more expedient, accurate, and detailed responses to service requests;
- Allow staff the freedom and time-savings to be more creative in developing solutions to route and scheduling problems through scenario planning;

- Give all staff the opportunity to complete instant transit-related geospatial demographic analyses without special GIS software or expertise for the Knoxville regional metropolitan planning area;
- Allow more efficient communication to internal staff for a faster decision-making process;
- Enhance communication and participation with the public; and
- Provide Title VI Analysis of Scenarios based on current FTA regulations.

B. Location of Service(s)

Under a cloud-based platform, this software shall be hosted remotely with the ability to be used both inside and outside of Planning and KAT Administrative Offices via a web browser and login.

C. Software Requirements

1) General Requirements

- a) Planning/KAT is **not** seeking advanced long-range planning, GIS, or ridership modeling software;
- b) The software shall already be developed; Planning/KAT is not soliciting new software development;
- c) The software shall perform functions specifically for the purpose of short-range transit service/operations scenario planning;
- d) The software shall be delivered via a cloud-based or Software as a Service (SaaS) model hosted by the contractor via a web-based application; the software should not require in-house hosting or maintenance;
- e) The software shall be stand-alone, and shall not require the purchase of additional software in order to function;
- f) The software shall be map-based, allowing for geospatial visualization of data layers, such as transit data, demographic information, sidewalk, bus stop, and similar data layers;
- g) The software shall be able to import, read, and display existing route and schedule data via the General Transit Feed Specification (GTFS), which is the standard data format for transit data;
- h) The software shall be able to import, read, and display additional data layers as requested and provided by Planning/KAT, such as bus shelter locations, boarding and alighting data, etc.;
- i) The software shall feature geospatial analysis opportunities for demographics such as minority (including specific layers of African-American Latinx, etc. as well as overall minority), LEP populations, job locations, commute patterns, housing, density, and low-income populations, as well as other key information related to transit planning such as land use and trip generators, political boundaries, and transportation infrastructure,
- j) The software shall translate route concepts into timetables, allowing for export, and

- k) The software shall allow for the user to select specific regions for analysis, in addition to specific routes.

2) Required Functions of the Software

The software shall be able to complete the following functions:

- a) The software shall allow the user to easily create new route scenarios and edit existing routes on a web-based map through a drag-and-drop interface;
- b) As routes are modified, the software shall generate instant demographic and accessibility analyses through built-in or importable layers/shapefiles;
- c) As routes are modified, the software shall compute instant and accurate cost and resource utilization estimates, based on agency inputs and built-in industry-standard calculations;
- d) The software shall provide the ability to easily share information both internally and with the public; and
- e) The tool shall function in such a way that it does not require technical expertise, special skills, or advanced training to use. Any transit planner or scheduler should be able to use the application with limited training.

3) Licensing, Hosting, Maintenance, and Software Updates

- a) As a cloud-based Software as a Service (SaaS), the software shall be hosted, maintained, and updated by the Contractor;
- b) The software should allow an unlimited number of users with a single perpetual license via an annual subscription fee for the duration of the contract; and
- c) Any future updates, upgrades, or new versions of the software shall be provided with the subscription at no additional cost for the duration of the contract;

4) Training

- a) Contractor is to provide one training session via webinar for all potential users within 20 days of an executed Agreement.

5) Customer Support

- a) Contractor shall include unlimited customer support during the term of the Agreement and any extension thereafter.

D. Deliverables

1) Contractor:

- a) Fully-functioning software as described above, customized with KAT's route and schedule data as well as other applicable GIS layers, accessible via the web through

- user-login;
- b) Training; and
- c) Customer Support Plan.

Planning/KAT shall provide KAT's route and schedule data provided in GTFS format as well as any other Planning/KAT-specific data that the software requires in order to function properly.

E. Additional Restrictions

The contractor must provide a web-based solution which is pre-programmed; generally available; i.e. not in beta or test; and currently in production and in use by existing transit customers of the contractor's company/organization. Prototypes or items in test production and not formally announced for market availability shall not be considered. New, not yet built, or software/web applications still under development shall not be considered. Systems under test with no reputable transit system users shall not be considered.

The support plan must include support for issues or changes in software. This must also include ongoing processing of future GTFS data. The support plan must also provide for training on future enhancements made to the software, specifying whether it is included in the proposal cost, or an additional cost option.

SCHEDULE

- Proposal Release Date: Wednesday, January 27, 2021
- Questions Due Date: Friday, February 12, 2021 at 3:00 PM (EST)
- Answers to Questions Posted Date: Thursday, February 18, 2021 at 3:00 PM (EST)
- Proposals for SaaS Due Date: Thursday, February 25, 2021 at 3:00 PM (EST)
- Services Start Date: March 20, 2021

Project constraints and contracts may cause these dates to change. Planning/KAT reserves the right to amend this RFP (SaaS). Any amendments will be posted on the web at <https://knoxplanning.org/rfp>. If you download the RFP (SaaS) from the website it is your responsibility to periodically check to see if an amendment has been posted. Planning/KAT reserves the right to determine which response is in its best interest and to reject any and all responses or waive any irregularities in the process. Late submittals will not be considered.

Answers to questions or additional information may be obtained by contacting:

Doug Burton
Knoxville Knox County Planning
400 W. Main St., Suite 403
Knoxville, TN 37902
E-mail: Doug.Burton@knoxplanning.org

Questions will be accepted through **February 12, 2021 (3:00 PM, EST)**. All questions must be in writing and submitted via e-mail. Questions and responses will be compiled and posted by **February 18, 2020 (3:00 PM, EST)**, on the following website: <https://knoxplanning.org/rfp>.

CONTENTS OF PROPOSAL & HOW TO SUBMIT

All submissions shall comply with the following instructions. These instructions ensure that (1) submissions contain the information and documents required by this request; and (2) the submissions have a degree of uniformity to facilitate evaluation. Failure to include ANY of these items or to comply with these instructions may result in a submission of qualifications being rejected. To enable consistent evaluation, the following Contents/Format requirement has been developed. Failure to submit the requested documents could result in determining the submission as Non-Responsive and rejected.

- **Signed and completed Price Proposal Form – Attachment A**
- **Signed and completed FTA & TDOT Regulatory Clauses and Forms – Attachment B**
- **Business Organization & History** – State the full name and address of your organization, years in business, and a brief history of your business, such as number of employees and aspirations for the future of your company.
- **Professional Personnel** – Identify key personnel who will be assigned to service this contract.
- **Prior Experience** – 3 - 5 references of similar contracts that you or your company has performed in the past 5 years.
- **Schedule** – Indicate the time frame in which you would be prepared to begin this proposed service if your company is awarded this contract.
- **Proposal** – State in precise terms the services you propose to provide. Please include a description of the key attributes or features of the service. Provide the following information that is pertinent to your firm’s ability to perform this contract as indicated below:

Please answer the following questions related to User Information:

- Is there a limit on the number of users that can access your program?
- Is there a limit on the number of passwords that can be used?
- Is user assignment and accessibility solely up to Planning/KAT discretion, or would we have to gain permission to alter or change a user’s access or permissions?

Please answer the following technical questions:

- Can our current browsers be used with your solution?
- Can files be imported or exported within your solution?
- How are your solutions updates performed? If there is a change in our browser or files- (Upgrade to our system), will the change affect the performance or compatibility of your solution?
- Is the solution supported 24/7?
- What, if any IT requirements are needed for your solution?

- All proposals shall state it is valid for a period of not less than ninety (90) days from the date of receipt.
- All proposals shall become the property of Knoxville Knox County Planning and will not be returned.

Submittals shall be in the following format:

Must be limited to 20 pages, excluding the appendix (which should be limited to 10 pages) and cover letter (maximum of 2 pages), utilize 11-point font. Proposals will be submitted electronically. The required signed forms do not count against the total page requirement.

Planning makes no commitment to any firm which responds to this request and will not reimburse any firm for costs incurred in preparing its initial information; or for its interview, if held; or for any costs incurred prior to notice to proceed to a firm to perform the designated work.

The forms in Appendix B must be signed and included with the submittal.

Electronic Submission Procedures : Each Proposal must be submitted electronically as a PDF document as follows:

1. Go to the direct link of: <https://knoxplanning.org/rfp>.
2. Click on Transit Planning Software as a Service (SaaS) link
3. Click on Submit Proposal button
4. Follow the prompts to upload and submit the full PDF version of your Proposal to the Dropbox account provided.
5. Files MUST use the following naming convention of first including the firm's name followed by the title of the project, followed by the word "Proposal".
 - a. Example: ABC Company-Transit Planning SaaS-Proposal.pdf.

Evaluation Criteria & Selection Process

A selection panel comprised of Planning and KAT staff members will be convened to expeditiously evaluate the proposals based on selection criteria. The selection criteria are based on the proposal sections, and weighting percentages are:

- Firm qualifications and history – 20%
- Proposal – 60%
- References – 20%

Disadvantaged Business Enterprises Notice

Planning/KAT notifies all respondents that it will affirmatively ensure, that, in regard to any contracts entered into pursuant to this notice, Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit material in response to this RFP. Planning/KAT will not discriminate on the grounds of race, color, sex, religion, national origin, or disability, in consideration for an award. Planning/KAT hereby notifies all respondents that in connection with the performance of any resultant contract, the

firm(s) or individual(s) will cooperate with Planning/KAT in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use their best efforts to ensure that DBE shall have the maximum practicable opportunity to compete for subcontract work. The Planning/KAT has historically had a goal of ten (10) percent for DBE participation. Planning/KAT notifies all respondents that all firm(s) or individual(s) shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation's Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT A

PRICE PROPOSAL FORM

Provide a cost proposal for the services as defined in the Scope of Services. Planning/KAT is requesting an all-inclusive annual fee for the services. The annual fee is as follows:

Year One All-inclusive Fee: \$:_____

Year Two All-inclusive Fee: \$:_____

Year Three All-inclusive Fee: \$_____ (Option Year)

Year Four All-inclusive Fee: \$_____ (Option Year)

Year Five All-inclusive Fee: \$_____ (Option Year)

ATTACHMENT B

FTA & TDOT REGULATORY CLAUSES & FORMS

Federal Transit Administration & Tennessee Department of Transportation Required Procurement Clauses & Forms

Funding to purchase these services comes from the Federal Transit Administration and the Tennessee Department of Transportation. Therefore, the vendor must be able to meet the federal and state regulations specified and must complete all of the required forms.

Planning = Knoxville Knox County Planning
FTA = Federal Transit Administration
TDOT = Tennessee Department of Transportation

FTA Special Terms & Conditions

- A. ACCESS TO RECORDS & REPORTS (49 U.S.C. § 5325; 18 CFR Part 18.36(i); & 49 CFR Part 633.17):** Contractor agrees to provide the Planning, TDOT, FTA Administrator, Comptroller General of the United States, or any of their duly authorized representatives with access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts, and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims, or exceptions related thereto. Reference 49 CFR Part 18.39(i)(11).

- B. APPLICATION OF FEDERAL AND STATE LAWS & REGULATIONS:** The Contractor understands that Federal and State laws, regulations, policies and related administrative practices applicable to this Contract on the date the Contract was executed may be modified from time to time. The Contractor agrees that the most recent of such Federal and State Requirements will govern the administration of this Contract at any particular time, except if there is efficient evidence in the Contract of a contrary intent. Such contrary intent might be evidenced by express language in this Contract or a letter signed by the FTA, or the language of which modifies or otherwise conditions the text of a particular provision of this Contract. Likewise, new Federal and State laws, regulations, policies and administrative practices may be established after the date the Contract has been executed and may apply to this Contract. To achieve compliance with changing Federal

requirements, the Contractor agrees to include all sub-assistance and third-party Contracts financed with FTA assistance specific notice that Federal requirements may change and the changed requirements apply to the project as required. All limits or standards set forth in this Contract to be observed in the performance of the project are minimum requirements.

C. BREACH OF CONTRACT & DISPUTE RESOLUTION (49 CFR Part 18): The following provisions provide guidance on allowable legal remedies in instances where the Contractor violates or breaches contract terms or a dispute occurs between the Contractor and Planning.

1. Disputes – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Planning. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.
2. Performance During Dispute – Unless otherwise directed by Planning, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.
3. Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
4. Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Planning and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Tennessee.
5. Rights & Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Planning or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

D. CIVIL RIGHTS (29 U.S.C. § 623; 42 U.S.C. § 2000, 6102, 12112, & 12132; 49 U.S.C. § 5332; 29 CFR Part 1630; & 41 CFR Part 60): The following requirements apply to the underlying Contract.

1. Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying Contract:
 - a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Inclusion of Civil Rights Requirements in Sub-contracts - The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

E. DISADVANTAGED BUSINESS ENTERPRISE (DBE) (49 CFR Part 26): The Contractor and its sub-contractors agree to ensure that DBEs have the maximum opportunity to participate in the performance of Contracts and sub-contracts. In this regard the Contractor shall recognize that:

- This Contract is subject to the requirements of 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this Contract or such other remedy as Planning deems appropriate. Each sub-contract the Contractor signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- The Contractor shall maintain compliance with “DBE Approval Certification” throughout the period of Contract performance.
- If the Contractor is using DBE sub-contractors as part of this Contract they should include as part of the quote package the following information:
 - a. The names and addresses of DBE firms that will participate in this contract;
 - b. A description of the work each DBE will perform;
 - c. The dollar amount of the participation of each DBE firm participating;
 - d. Written documentation of the Contractor’s commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
 - e. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor’s commitment; and
 - f. If the contract goal is not met, evidence of good faith efforts to do so.
- The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from Planning.
- The Contractor must promptly notify Planning, whenever a DBE sub-contractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE

subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Planning.

- F. **ENERGY CONSERVATION REQUIREMENTS (49 CFR Part 18):** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- G. **FEDERAL CHANGES (49 CFR Part 18):** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the most current (FTA) Master Agreement as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.
- H. **GOVERNMENT-WIDE DEBARMENT & SUSPENSION (49 CFR Part 29):** This quote and any subsequent contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. The Contractor must sign and include with the quote the appropriate forms that certifies compliance. By signing the forms and submitting its quote, the Contractor certifies as follows:

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

- I. **INCORPORATION OF FTA & TDOT TERMS:** The preceding provisions include, in part, certain standard terms and conditions required by the U.S. DOT, FTA, and TDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT and FTA, as set forth in FTA Circular 4220.1G are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Planning requests which would cause them to be in violation of the FTA or TDOT terms and conditions.
- J. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES:** Planning and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express

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

- K. **PRIVACY ACT (5 U.S.C. 552)**: The following requirements will apply to any Contractor or sub-contractor and its employees that administer any system of records on behalf of the Federal Government under any contract.

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552(a). Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

- L. **PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS & RELATED ACTS (49 CFR Part 31)**: The Contractor will comply with 31 U.S.C. § 3801 et seq., 49 CFR Part 31, 18 U.S.C. § 1001, and 49 U.S.C. § 5307 by agreeing to the following:

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

§ 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

M. RECYCLED PRODUCTS (40 CFR Part 247): The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

N. TERMINATION & OPPORTUNITIES FOR CURE (49 CFR Part 18): The following provisions outline rules for termination and opportunities for cure.

1. Termination for Convenience: Planning may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in Planning's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Planning to be paid the Contractor. If the Contractor has any property in its possession belonging to Planning, the Contractor will account for the same, and dispose of it in the manner Planning directs.
2. Termination for Default: If the Contractor does not deliver the services in accordance with the contract delivery schedule, if the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Planning may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor and setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for services delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by Planning that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Planning, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

TDOT Special Terms & Conditions

- A. **Conflicts of Interest.** The Contractor warrants that no part of the contract amount shall be paid directly or indirectly to an employee or official of Planning or the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to Planning in connection with any work contemplated or performed relative to this Contract.
- B. **Lobbying.** A portion of this funding is through the FTA and the TDOT. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," 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 subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

- C. **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 the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, or such other remedy as Planning deems appropriate. The Contractor shall, upon request, show proof of

nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D. Public Accountability. If the Contractor is subject to *Tennessee Code Ann. § 8-4-401 et seq.*, or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Contractor shall display in a prominent place, located near the passageway through which the public enters in order to receive supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

The sign shall be on the form prescribed by and obtained from the Comptroller of the Treasury of the State of Tennessee.

- E. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor shall include the statement, "This project is funded under an agreement with the Federal Transit Administration and the Tennessee Department of Transportation." All notices by the Contractor in relation to this contract shall be approved by the State and Planning.
- F. Records. The Contractor and any approved sub-contractor shall maintain documentation for all charges under this contract. The books, records, and documents of the Contractor and any approved sub-contractor, 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 Contractor's records shall be subject to audit at any reasonable time and upon reasonable notice by Planning, FTA, the Comptroller of the Treasury of the State of Tennessee, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides. In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Contract expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Contractor shall also comply with any recordkeeping and reporting requirements prescribed of the Comptroller of the Treasury of the State of Tennessee. The Contractor shall establish a system of internal controls that utilize the COSO Internal Control – Integrated Framework model as the basic foundation for the internal control system. The Contractor shall incorporate any additional Comptroller of the Treasury of the State of Tennessee directives into its internal control system. All other required records or reports which are not contemplated in the above standards shall follow the format designated by Planning, TDOT, the Central Procurement Office of the State of Tennessee, or the Commissioner of Finance and Administration of the State of Tennessee.

Required Forms and Certifications

Exhibit 1 – AGREEMENT WITH FTA & TDOT CLAUSES

Exhibit 2 – INELIGIBLE CONTRACTORS CERTIFICATE

Exhibit 3 – CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION

Exhibit 4 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY

Exhibit 5 – AFFIDAVIT OF NON-COLLUSION

Exhibit 6 – DISADVANTAGED BUSINESS ENTERPRISE INFORMATION

Exhibit 1

AGREEMENT WITH FTA & TDOT CLAUSES

The undersigned (print name) _____ as
a representative

of the Contractor (print name) _____
hereby certifies that

the Contractor has read and understands the following FTA and TDOT Procurement clauses
and will comply with each of these.

Signature

Date

Name Authorized Representative of Contractor

Exhibit 2

INELIGIBLE CONTRACTORS CERTIFICATE

The _____ (name of the third party Contractor) hereby certifies that it is it is/is not (underscore one) included on the US Comptroller General's Consolidated List of Persons for firms currently debarred for violations for various Contracts incorporating labor standards provisions.

Company

By

Title

Date

Exhibit 3

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS

Contractors (at any level) are required to verify and then certify that they (the Company as well as its principals and affiliates) and any sub-contractors they propose to include in this work is not excluded or disqualified, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by Federal department or agency. This verification is accomplished by: (a) checking the Excluded Parties List System, (b) collecting a certification from that person, or (c) adding a clause or condition to the contract or sub-contract. Contractors and sub-contractors who enter into working agreement for this project must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to sub-contracts at all levels).

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. If it is determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to Planning and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Certification of Primary Participant

By signing, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department of agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receive stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in paragraph (2) of this certification.

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, local) terminated for cause or default. If the primary participant (potential third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

Firm Name: _____

Signature of Company Official

Date

Printed Name of Company Official

Official's Title

Exhibit 4

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, & OTHER
RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS**

Certification of Lower Tier Participant

By signing this form, the potential Lower Tier Participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the potential Lower Tier Participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date

Firm Name

Signature of Company Official

Printed Name of Company Official

Official's Title

Exhibit 5

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the Contractor, a partner in the company, or an officer or employee of the corporation having authority to sign on its behalf.
2. That the contents of the quote or proposal have been arrived at the Contractor independently and have been submitted without collusion and without an agreement, understanding, or planned common course of action with any other Contractor of materials, supplies, equipment, or service described in the Invitation for Quote, designed to limit independent quotes or competition.
3. That the contents of the quote or proposal have not been communicated by the Contractor or its employees or agenda to any person not an employee or agent of the Contractor or its surety on any bond furnished with the quote or quotes, and will not be communicated to any such person prior to the official opening of the quote or quotes; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Signed: _____

Firm Name: _____

Subscribed and sworn to before me this day of _____

Notary Public

My Commission Expires _____

Proposer's E.I. Number: _____
(Number used on employer's Quarterly Federal Tax Return)

Exhibit 6

DISADVANTAGED BUSINESS ENTERPRISE INFORMATION

The Contractor and its sub-contractors agree to ensure that DBEs have the maximum opportunity to participate in the performance of Contracts and sub-contracts. If the Contractor is using DBE sub-contractors as part of this Contract they should include as part of the quote package the following information:

DBE Information:

Name of Firm: _____

Address: _____

Dollar Amount of Total Service Cost Attributed to DBE Firm: \$ _____

A description of the work the DBE performed: