



June 28, 2025

PROJECT: RFQ for Kingsport MTPO – Long Range (Year 2050) Transportation Plan

Dear Prospective Submitter:

You are invited to submit your qualifications for the above project. A copy of the Public Notice and the Request for Qualifications documents are attached. Please make certain you sign and notarize the Affidavits Form and return with your proposal. Please note that no fee structure is requested at this time.

If there are any questions, you may call me at (423) 229-9419.

Sincerely,

A handwritten signature in blue ink that reads "Brent Morelock".

Brent Morelock, CPPO, CPPB
Procurement Manager

Public Notice - Request for Qualifications

Kingsport Metropolitan Area Long Range (Year 2050) Transportation Plan

The Kingsport Metropolitan Transportation Planning Organization (MTPO), a federally mandated multi-jurisdictional organization responsible for transportation planning in the Kingsport Urban Area, is seeking qualifications for a multi-year contract for the following product:

Development and completion of the Kingsport MTPO 2050 Long Range Transportation Plan, as detailed in the RFQ specifications document. A copy of the RFQ document is available on-line at <https://www.kingsporttn.gov/city-services/purchasing/>. The Long Range Transportation Plan will include a travel demand modeling element (using TransCAD) as well as several other vital topics and elements, including financial parameters, public participation process, state and federal agency participation, the MTPO process, multimodal concepts, freight planning, land use and demographic research, and identification of future transportation needs. Knowledge and experience in developing a long range plan that include all of these elements is required. The plan must also meet all requirements as set forth in federal and state legislation i.e. Infrastructure Investment and Jobs Act (IIJA)/Bipartisan Infrastructure Law (BIL), or any federal legislation in place at the time of adoption by the MTPO Executive Board.

The contract forthcoming from this request will be subject to compliance with any and all federal, state, and local regulations related to federally funded consulting contracts i.e. President's Executive Orders, Title VI, and Title VII specifications.

Firms DO NOT have to be on TDOT's current list of pre-qualified consulting firms.

Qualified Disadvantaged Business Enterprises (DBE's) are encouraged to apply but must hold DBE certifications in Tennessee or Virginia.

Qualifications may be mailed or delivered to the Procurement Manager, 415 Broad Street, Kingsport, TN 37660, but must be received no later than 4:00 P.M. Eastern Time, on July 22, 2025, at which time, will be publicly opened and the names of the responsive submitters will be read aloud in the Kingsport City Hall, 415 Broad Street, Conference Room 436, Kingsport Tennessee. The City has the right to accept or reject any or all bids received, to waive any informalities, and to re-advertise. No statement of fees will be required at this time.

Documents for the above referenced project are available online at <https://www.kingsporttn.gov/city-services/purchasing/>. Interested parties may also contact the Procurement Department by telephone at 423-229-9419.

PUB 1T: June 28,2025

Chris McCartt
City Manager

COMPLIANCE AFFIDAVIT(S) (TOTAL OF 3 PAGES)

THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED AND INCLUDED WITH ALL BIDS – FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.

VENDOR: _____

CONFLICT OF INTEREST:

- (1) No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
- (2) No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
- (3) The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
- (4) By submission of this form, the vendor is certifying that no conflicts of interest exist.
- (5) Do you or any officers/owners/part-owners/stakeholders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by the City of Kingsport, Tennessee, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or the Kingsport Board of Education?

_____ Yes _____ No

If you answered yes please state the name and relationship of the employee or member of the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education member

- (6) Are you or any officers/owners/part-owners/stakeholders/employees of this company also employees of the City of Kingsport, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education? _____ Yes _____ No

If you answered yes please state the name of the employee or board member

DRUG FREE WORKPLACE REQUIREMENTS:

- (7) Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

ELIGIBILITY:

- (8) The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

GENERAL:

- (9) Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
- (10) Such offer is genuine and is not a collusive or sham offer.

IRAN DIVESTMENT ACT:

- (11) Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

NON-COLLUSION:

- (12) Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement ,or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.
- (13) The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

- (14) In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements. The undersigned also declares under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

SIGNED

BY: _____

PRINTED NAME: _____

TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: _____

BY (NOTARY PUBLIC): _____

MY COMMISION EXPIRES ON: _____

Introduction

The City of Kingsport & Kingsport MTPO is soliciting sealed Expression of Interest / Request for Qualifications for a Long Range (2050) Transportation Plan. Additional details are included within this document.

Submittal Requirements

1. Submittals will be received by the Procurement Manager until 4:00 P.M. Eastern Time on July 22, 2025, at which time it will be publicly opened and the names of responsive submitters read aloud in the Kingsport City Hall, 415 Broad Street, Conference Room 436, Kingsport, TN 37660.
2. The Sealed EOI/RFQ shall be signed by an authorized representative and the sealed envelope addressed and marked as follows:
Procurement Manager
City of Kingsport
415 Broad Street
Kingsport, TN 37660
Proposal for "Kingsport MTPO-Long Range (2050) Transportation Plan"
3. Submittals, modifications or corrections received after the scheduled closing time of the receipt of proposals will not be considered. The City of Kingsport is not responsible for delays in delivery by mail, courier, etc.
4. No submittal may be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time of the receipt of proposals.
5. No oral interpretation will be made to any proposer as to the meaning of the specifications or any part thereof. Each written request for clarification or interpretation shall be made in writing to the City. NOTE – It is the intent of the City to issue one (1) addendum, if necessary, written request for clarification and or interpretation must be submitted in writing to the Procurement Manager by 4:00 P.M. July 7, 2025 and an addendum will be issued by 4:00 P.M. July 10, 2025 and will be available online at <https://www.kingsporttn.gov/city-services/purchasing/>. Written requests shall be submitted to the Procurement Manager by e-mail (brentmorelock@kingsporttn.gov).
6. It shall be the Proposer's responsibility to make inquiry as to the addenda issued. Any and all addenda shall become part of the specifications and all Proposers shall be bound by such addenda, whether or not received by Proposer.
7. Submit one (1) original, two (2) copies, and a USB drive with a PDF version of the submittal.

Within the technical submittal, please include the following:

- Signed and Notarized Compliance Affidavits Form.
- A cover letter with the name, address, phone number, fax number, and website URL for your firm together with the name, address, phone, fax, and email for the project manager or person whom the City of Kingsport should contact in regard to the EOI/RFQ.
- The proposer SHALL address all the requirements as set forth within this EOI/RFQ request. If there are exceptions or deviations from any requirement, these exceptions SHALL be identified within the proposal.
- A written summary of the expertise of your firm in providing the Kingsport MTPO – Long Range (2050) Transportation Plan as specified.
- A company profile and resume of the project manager, project engineer and any other permanent employees that would be assigned to handle the City of Kingsport account.
- A schedule detailing the tasks required to furnish the plan in its entirety. This schedule shall form the basis of all system project milestones.

- A written summary of the capacity and ability of your firm in providing the necessary resources to meet the schedule, milestones, etc. as described above.

The City of Kingsport & Kingsport MTPO will establish a selection committee to review the submittals.

Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable, as required, during the course of the EO/RFQ process.

Event/Date:

RFQ Issued: June 28, 2025

Deadline for submitting questions: July 7, 2025

Addendum issued via website, if needed: July 10, 2025

Submittals due by 4:00 P.M., ET on July 22, 2025

Additional Terms and Conditions

Taxes – The City is exempted from Federal Excise Taxes, State of Tennessee and local sales taxes and bidder must quote prices which do not include such taxes, unless by law the taxes must be a part of the price. Exemptions Certificate will be furnished upon request.

Indemnification – The City of Kingsport, its officers, agents, and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the Proposer, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the Proposer in descriptive literature or specifications submitted with the s proposal. The city will not indemnify the successful Proposer.

Patent Liability – The successful Proposer, at his own expense, will defend any suit which may be brought against the City to the extent that it is based on a claim that the goods furnished through a contract/agreement infringes a United States Patent, and in any such suit will pay those costs and damages which are attributable to such claims and finally awarded against the City.

Limitation of Remedies – Any remedies in the Proposer’s proposal, to include Agreement, License Product Agreement, Terms and Conditions, literature, etc., that may be considered an agreement to waive the legal rights of the citizens of the City of Kingsport may be considered cause for rejection.

All agreements related to the purchase and sale of any product pursuant to this bid document will include the following conditions:

“Notwithstanding anything in this section to the contrary, any provision of provisions of this Section will not apply to the extent they are (it is) finally determined by a court of competent jurisdiction, including Appellate review if pursued, to violate the laws or Constitution of the State of Tennessee.”

Insurance – During any work performed by the successful proposer(s) on the premises of the City or otherwise, the successful proposer(s) agrees to take such measures as will effectually prevent any accident to persons or property during or in connection with the work; and especially to indemnify and save harmless the City from all loss, costs, damages, expense and liability for property damage and for bodily injuries to, or death of, any persons, including without limitation, as to both property damage and bodily injury, the bidder and the City and their representative agents and employees, City and their representative agents and employees, occasional in any way by the acts or omissions of the proposer, or the proposer’s agents, employees, during or in connection with said work, excepting only property damage, bodily injury or death caused by the sole negligence of the City, its agents or employees.

The successful proposer shall maintain such insurance as will protect it from claims under Workmen’s Compensation Acts and from any claims for bodily injuries, including death, either to its employees or others, and from all claims on account of property damage, which may arise in connection from said work.

All Certificates of insurance and policies shall contain the following clause: "The insurance covered by this Certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the City."

Insurances required with a minimum of \$1,000,000.00 limits are Comprehensive General Public and Professional Liability, Comprehensive Automobile Liability and Owner's Liability.

This requirement will be effective for the life of any contract/agreement entered into by the proposer and the City.

F.O.B. – All prices will be quoted F.O.B. Kingsport, TN, delivery to City of Kingsport's location shall be without additional charge.

By submission of a signed proposal, the proposer certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

Contracts and purchases will be made or entered into with the lowest, responsible, compliant proposer meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the City of Kingsport. Responsible proposer is defined as a proposer whose reputation, past performance, and business and financial capabilities are such that he would be judged by the appropriate City authority to be capable of satisfying the City's needs for a specific contract or purchase order.

The City reserves the right to determine the low proposer either on the basis of the individual items or on the basis of all items included in its Request for Proposal, unless otherwise expressly provided in the Request for Proposal. The City reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part, its Request for Proposal.

All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee. Arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the contract or purchase order and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Kingsport, Sullivan County, Tennessee. The parties waive their right to a jury trial.

Mandatory and exclusive venue and jurisdiction for any disputes shall be in state courts or federal for Kingsport, Sullivan County, Tennessee.

The City, in accordance with its governing directives, reserves the right to reject any and all proposals, to waive any informality or irregularities in proposals and unless otherwise specified by the proposer, to accept any item.

All contracts, purchase orders, and any documents or material obtained by the city may be subject to disclosure in whole or in part pursuant to the Tennessee Open Records Act set out in T.C.A. 10-7-503 et seq. without regard to any provision contained in the document declaring information confidential.

All contracts or purchase orders will include a provision that it is not assignable by the Proposer without the written consent of the city.



Request for Qualifications

Updated Long Range Transportation Plan and Travel Demand Model for the Kingsport MTPO

Issued June 28, 2025

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1. Requested Product

The Kingsport Metropolitan Transportation Planning Organization (MTPO) is hereby requesting detailed “Statements of Qualifications” from transportation planning or related firms that can demonstrate and present a comprehensive summary of their ability to successfully carry out the process of, and complete, the Kingsport Area 2050 Long Range Transportation Plan. This document will ultimately be reviewed by state and federal agencies and subsequently approved and adopted by the MTPO Executive Board. The product requested from the selected firm is further described as:

Development and completion of the Kingsport MTPO Area 2050 Long Range Transportation Plan (hereinafter referred to as 2050 LRTP). The 2050 LRTP will be multimodal, fiscally constrained, and follow several mandated procedures, including public involvement and interagency consultation. It will also contain several elements, including the development and completion of a travel demand forecasting model for the study area. It will also address federal planning regulations including Performance Based Planning and Programming. It will be prepared for final review and acceptance for conformity by state and federal agencies (TDOT, VDOT, FHWA, and FTA) and prepared for approval by the MTPO Executive Board. It will also be prepared in order to meet the metropolitan planning requirements of the Infrastructure Investment and Jobs Act (IIJA)/Bipartisan Infrastructure Law (BIL) or the federal transportation legislation in place at the time of the 2050 LRTP’s adoption.

Through this Request for Qualifications (RFQ) process, the MTPO seeks to employ the best services and to give all qualified businesses, including disadvantaged business enterprises, businesses that are owned by minorities, women, persons with a disability, and other small business enterprises, an opportunity to do business with the MTPO as contractors and/or sub-contractors.

2. General Qualifications and Requirements

The Statement of Qualifications will be detailed in a manner that clearly expresses the ability to complete these items using a process which includes interagency consultation and public participation, as required by the Federal Highway Administration and other federal transportation agencies, as well as the State Departments of Transportation (TDOT and VDOT). In addition, the Scope of Work/Tasks/Deliverables (see Section 4) must also be included in order for the processes and products to be met and finalized for review by all oversight agencies and adoption by the MTPO Executive Board. This is also necessary in order to comply with federal/state regulations, gain approval by state and federal agencies, and be adopted by the MTPO Executive Board.

The qualified firm must also demonstrate their ability to meet deadlines, as specified by the MTPO and state and federal agencies, related to each product described in the scope of work. They must be able to work with and be available to effectively communicate with the local MTPO staff in getting products completed in a timely and efficient manner – within the fee and budget limitations agreed upon by the MTPO and supervising agencies. The MTPO “Selection Committee” (see Section 5.3) will focus on choosing a firm that has a thorough knowledge of long range transportation planning procedures and methodologies as well as associated federal and state policies and regulations. They should also have experience in completing long range transportation plans for other MPOs.

3. Introduction/Background

Probably the most important publication that an MPO can produce as part of its portfolio of transportation planning products is the area’s 20+ year long range transportation plan. MPOs nationwide are mandated by federal legislation and state policy to publish, maintain, and approve a compliant twenty year plan. Kingsport’s 2050 LRTP is due in May of 2027. Currently all jurisdictions in the MTPO are designated as “Attainment” by the EPA. If this air quality status is maintained, the next long range plan will be due in 2032.

3.1 MTPO Background/Overview

The Kingsport Metropolitan Transportation Planning Organization (MTPO) was established in 1977 and is a bi-state MPO. The MTPO Metropolitan Planning Area (MPA) includes the Kingsport Urban Area, as defined by the U.S.

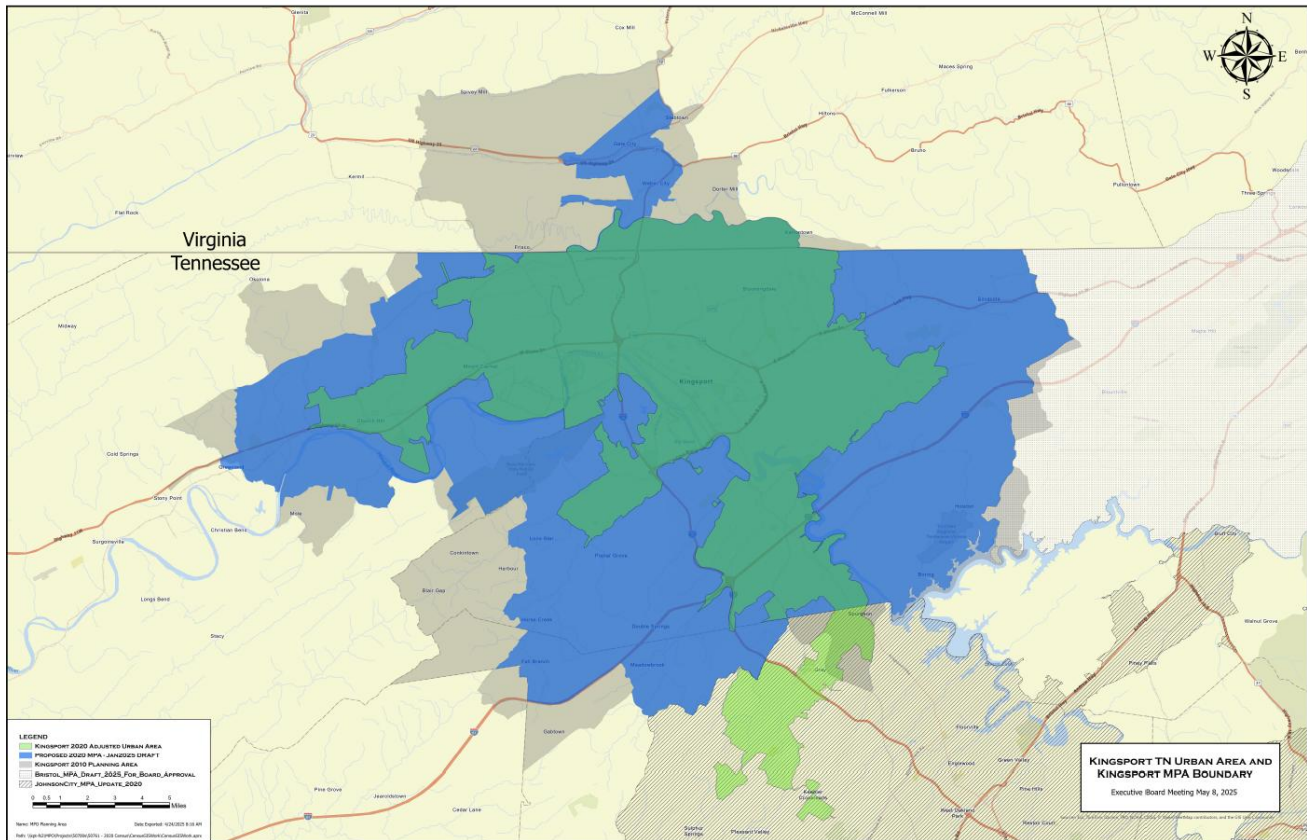
Census Bureau. To plan for future growth and transportation needs, the MTPO has established an MPA that extends beyond the Urban Area. The Kingsport MTPO MPA includes, all or portions of, the following jurisdictions:

In Tennessee:

- City of Kingsport
- Town of Mount Carmel
- City of Church Hill
- Sullivan County
- Hawkins County
- Washington County

In Virginia:

- Town of Weber City
- Town of Gate City
- Scott County



Note: The green is the approved Urban Area boundary and the blue is the updated Metropolitan Planning Area (MPA) Boundary (pending Governor approval). The LRTP will cover the green area (except the most southern area that falls within the Johnson City MTPO MPA) and blue area, assuming the MPA is approved as submitted.

Transportation planning activities within the MPA focus on the development of recommended improvements to area transportation systems and facilities. The Kingsport MTPO is responsible for these activities, which include two primary functions: (1) development of the area’s transportation system as well as (2) long range planning. Both are founded on an analytical approach that involves the collection and evaluation of statistical data, including traffic counts, safety records, and an inventory of transportation facilities. The planning process is also cognizant of changes in traffic patterns based on demographic and economic conditions as well as controlling factors, such as the environment, geographic features, and financial constraints. In this manner the MTPO’s goal is, and will continue to be, an adherence to the policies and directives of the United States Department of Transportation, the Tennessee Department of Transportation, the Virginia Department of Transportation, and our member jurisdictions. This includes a continuous, comprehensive, and cooperative (3C) planning process.

3.2 2050 Long Range Transportation Plan – Parameters/Contents

As in most MPOs, the 2050 LRTP will sometimes be referred to as the Long Range Transportation Plan “Update”. With the exception of the first plan (completed in 1977), the 2050 LRTP will also be founded to some degree on previous transportation plans as well as on other contributing plans. However, the 2050 LRTP will also focus on a stronger link between land use planning, between external influences i.e. commuter patterns and external traffic generation, and lastly Intelligent Transportation Systems (ITS). Non-motorized modes, specifically bicycle, pedestrian, and transit, will also be linked with land use patterns and projections.

The 2050 LRTP shall meet federal and state requirements pertaining to air quality policies and guidelines, as administered and supervised through the Tennessee and Virginia Departments of Transportation. Like many other long range plans, Kingsport’s must also be developed with a mandate to include a fiscally constrained and appropriately scheduled set of recommended improvements for the area’s future multimodal transportation system that are also linked to air quality initiatives. Recommended improvements that are based on anticipated changes in the land use, population and employment, as well as other conditions (changes in external or “through” traffic patterns) that affect the movement of people, goods, and services within the study area should also be measured by their impact on the environment.

In considering the entire 2050 LRTP and all-inclusive elements, the selected consultant will be responsible for assuring that the 2050 LRTP meets the metropolitan planning requirements of the IJJA, or the Federal Transportation Act in place at the time of the 2050 LRTP’s adoption, along with requirements first implemented by the FAST Act and MAP-21. Any new initiatives created through the next transportation act will thus be incorporated into the 2050 LRTP.

3.3 Public Participation/Interagency Consultation

An important part of the long range planning process in past efforts and, even more important in future, are the public participation and interagency consultation elements. Public participation starts early and should be consistent throughout the development and completion of the plan. The contracted consultant will develop a plan of action and work closely with the local MTPO staff as well as the State DOTs to assure that the process is followed according to state and federal policy and also provide ample opportunities for the public to interject their thoughts, opinions, and suggestions in to all of the final recommendations and/or products that are included in the plan. Various outlets for public participation are available, including those identified in the MTPO’s Public Participation Plan.

Interagency consultation is also an integral part of the participation process. Timely interaction and review steps are an important part of this process and close communication and scheduling must be followed in order to meet federal and state requirements for the 2050 LRTP. Communication is the key to working through both the interagency consultation as well as the public participation processes. Finally, State DOTs and the federal agencies have specific rules and regulations governing public participation and interagency consultation. The selected consultant must have an awareness and knowledge of these regulations and be able to carry out these elements. Development of the 2050 LRTP shall adhere to the current Kingsport MTPO Public Participation Plan.

State and federal government over-sight agencies and departments that will provide administrative supervision over the completion of products identified in this request include the Tennessee Department of Transportation, the Virginia Department of Transportation, and the United States Department of Transportation (Federal Highway Administration and Federal Transit Administration). Review of progress on the 2050 LRTP and process will occur through these agencies and departments. They will provide assurance that the 2050 LRTP meets state and federal transportation planning regulations and policies. This includes adhering to expectations for MTPO plans as well as submitting model updates at periodic milestones throughout the development process. Additionally, it is expected that review comments received from TDOT/VDOT will be addressed and responded to in a timely manner. This will ultimately result in an affirmation of compliance from these agencies as well as the adoption by the MTPO Executive Board. Note the role of the state and federal agencies is to review, but not actually adopt, the Long Range Transportation Plan and make sure it meets federal metropolitan transportation planning requirements.

4.0 Scope of Work/Tasks/Deliverables

4.1 Update the Travel Demand Model (using TransCAD)

NOTE: The selected consultant will follow all policies and procedures contained in the “Minimum Travel Demand Model Calibration and Validation Guidelines for the State of Tennessee”.

Prior to initiation of model development, the selected consultant will provide TDOT and the MTPO with an outline of how they intend to update/develop the model. TDOT, the MTPO, and the consultant will at that time determine acceptable points in the model development process when model files and documentation will be submitted for review as well as the procedures for submitting materials and schedule for these reviews. This will help to ensure that the final submission of the model to TDOT's Long Range Planning Division – Forecasting Office staff will be acceptable for use in the 2050 LRTP.

1. Assist MTPO staff in development of background data for model input (finalize network files, TAZ's, accumulate/organize trip data, etc.)
2. Work with state DOT to assure model development is according to state/federal standards and procedures (accepted parameters)
3. Calibrate model to level of acceptance by state/federal agencies for current conditions (using accepted trip equations)
4. Assist in developing forecasted build vs. no-build conditions based on MTPO and Planning staff projections for future land use, employment, and demographic conditions for horizon years 2035 and 2050 (suggested base year of 2022 or 2023)
5. Run alternatives using recommended network(s) for horizon years 2035 and 2050 and develop output reports
6. Develop final report indicating impact of recommendations on future roadway networks
7. Include model output that accommodates MOVES air quality model

4.2 Plan Development

1. Assure inclusion of federal initiatives, planning factors, and Performance Based Planning and Programming
2. Public Hearings and Interagency Consultation Process – using adopted Public Participation Plan and state accepted process, work with MTPO staff to set up and conduct public meetings and other communications to assure citizen input has been satisfied prior to adoption of plan
3. The 2050 LRTP is to follow the applicable requirements of the IIJA, FAST Act, and MAP-21 for performance measures, performance targets, and a performance based approach to transportation decision making and the development of transportation plans.
4. Plan elements should include the following (typical chapters/sections are developed on each item):
 - a) Goals and objectives for the 2050 LRTP (work with MTPO staff)
 - b) Background and review of previous Kingsport MTPO plans
 - c) Description and results of public involvement and interagency consultation process
 - d) Existing land use and demographic conditions (population/employment)
 - e) Existing transportation system and conditions
 - f) Projection of land use, population, and employment – for travel demand forecasting
 - g) The 2050 LRTP will have an established base year (suggested 2022 or 2023) and an ending year (2050), with one mid-term horizon year (2035)
 - h) Future roadway conditions – recommended improvements (2 tiers or priority lists: 2035 and 2050)
 - i) Travel demand modeling based on future land use
 - j) Review of current and future Air Quality conditions and Conformity Needs (non-model analysis/summary) – note this analysis should complement the air quality (MOVES) modeling process and results
 - k) Public Transit (bus) element
 - l) Bicycle and Pedestrian element
 - m) Freight and Truck movement element
 - n) Title VI Analysis and Impacts
 - o) Financial Resources and Constraints including a financial model (cost versus revenues)
 - p) Methodology to update project costs and develop costs for new projects by Year of Expenditure (YOE)
 - q) Data sets and additional references (appendices)
 - r) Safety elements (crash rates and identification of problem areas greater than the state minimum standards)
 - s) Operations and Maintenance level of effort

A final Scope of Work is subject to discussion and mutual agreement with the consultant and Kingsport MTPO staff.

4.3 Deliverables

The following is a list of **minimum** deliverables expected for the 2050 LRTP. If additional deliverables are to be created, please list them in your statement of qualifications.

- The MTPO anticipates multiple meetings with member jurisdictions, stakeholders, and the public to gather data and information for the plan. During development (and prior to adoption) of the plan, additional meetings with these groups are anticipated in order to provide updates and gather input/feedback. The MTPO also anticipates the use of online surveys, mapping applications, and media outreach.
- Monthly updates to MTPO staff
- Periodic presentations to the MTPO Executive Board
- Progress reports submitted with invoices
- Validated Travel Demand Model, as approved by TDOT
- Updated Travel Demand Model documentation as appropriate (for example: User Manual, Methodology, Technical Memos, and/or appendix with information related to the model update)
- All geospatial data as it appears within the LRTP in an ESRI geodatabase
- Final 2050 LRTP, as approved by the MTPO Executive Board, TDOT, VDOT, and FHWA/FTA
- Formal presentation to the public and the MTPO Executive Board
- Publish final approved 2050 LRTP, and issue an electronic copy (including any appendices)
- 2-day hands on training session on the final Travel Demand Model

Any and all deliverables of this project become the property of the Kingsport MTPO.

5.0 RFQ Schedule and Process

RFQ Schedule of Events	
Notice: This schedule is intended as a guideline for the required tasks for submittal, selection, and contract award. The Kingsport MTPO reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The Statement of Qualifications Submittal Deadline WILL NOT be changed unless notification via addendum.	
EVENT	DATE
Procurement Issues the RFQ	June 28, 2025
Deadline to submit questions for clarification	July 7, 2025
Addendum Issued via Website, if needed	July 10, 2025
Statement of Qualifications Submittal Deadline	July 22, 2025 at 4:00 PM ET
Selection Process (including review of submittals and follow up interviews/discussions if needed)	July 23, 2025 – August 20, 2025
Selected Consultant Notification	August 21, 2025 – August 22, 2025
Fee Negotiation and Acceptance (If an agreement cannot be reached the process will revert back to previous step.)	August/September 2025
Recommendation for Approval of Contract Award to Kingsport Board of Mayor and Aldermen	October 6, 2025 – October 7, 2025 (per Kingsport BMA schedule)

5.1 Submittal and Receipt of “Statement of Qualifications”

Submit one (1) original, two (2) copies, and a USB drive with a PDF version of the submittal.

The Sealed “Statement of Qualifications” shall be signed by an authorized representative and the sealed envelope addressed and marked as follows:

Procurement Manager City of Kingsport
415 Broad Street
Kingsport, TN 37660
Kingsport MTPO – Long Range (2050) Transportation Plan

Qualifications may be mailed or delivered to the Procurement Manager, 415 Broad Street, Kingsport, TN 37660, but must be received no later than 4:00 P.M. Eastern Time, on July 22, 2025, at which time, will be publicly opened and only the names of the submitters will be read aloud in Conference Room 436 on the 4th floor of City Hall. The City has right to accept or reject any or all bids received, to waive any informalities, and to re-advertise.

Qualifications must be submitted no later than the established deadline, as identified in the schedule above. **A late submittal will not be accepted and failure to submit qualifications before the deadline will be disqualified.**

Firms do NOT have to be listed on TDOT’s list of pre-qualified companies in order to be considered.

5.2 Submittal of Qualifications – Additional Requirements

Amendments to RFQ

The MTPO reserves the unilateral right to amend this RFQ in writing at any time prior to the deadline for Statement of Qualifications. Responsive firms will be notified of amendments. However, it is the responsibility of the submitter to obtain any or all amendments. Each firm should respond to the amendments through the final written Statement of Qualifications and any exhibits, attachments, and amendments.

Amendments and/or Adjustments to Statements of Qualifications

Each submitter is liable for all documented errors and omission. A submitter will not be allowed to alter or amend proposal documents after the proposal deadline.

Right of Rejection

The MTPO reserves the right, at its sole discretion, to reject any and all submissions in accordance with applicable laws and regulations.

Other Requirements

No alternative service should be submitted or will be accepted.

Each submission must comply with all of the terms, conditions, and performance requirements of the MTPO. Anything contrary to these will be considered non-responsive.

Submitters may not submit their own contract terms and conditions.

We reserve the right to reject non-responsive submittals. Non-responsive submittals are those that do not comply with the specifications and/or details of the RFQ, as requested.

A submitter may withdraw a submittal at any time up the proposal deadline. This should be communicated through a written notice.

5.3 Evaluation and Selection Process

Once the qualifications have been received by the City of Kingsport Procurement Department, staff will review submittals for the inclusion of required forms and minimum requirements. Submittals will then be forwarded to the Selection Committee to start the evaluation process. The Selection Committee will use a quantifiable grading (points) system to select a consultant. Consultants interested in performing the work will be considered based on the following evaluation criteria – which should be described in their Statement of Qualifications:

Evaluation Criteria
<p>Experience:</p> <ul style="list-style-type: none"> • Consultant has demonstrated experience with long range transportation plans, travel demand modeling (using TransCAD), and GIS based analysis tools • Knowledge of multimodal planning processes and products • Skills in financial aspects of transportation planning and projects
<p>Past Performance and References:</p> <ul style="list-style-type: none"> • Past performance on projects with the Kingsport MTPO and/or other MPOs of comparable size and culture on similar projects (i.e. completed project to the complete satisfaction of clients, completed project on schedule and within budget) • Three (3) references included by consultant in proposal documentation and relevance to subject matter
<p>Key Personnel and Qualifications:</p> <ul style="list-style-type: none"> • Project Manager and key team members are qualified to perform the services necessary • Consultant has adequate staff for this project
<p>Project Understanding:</p> <ul style="list-style-type: none"> • Firm’s understanding and ability to deliver services described in the scope of work, elements, and deliverables • Consultant’s knowledge of the Kingsport MTPO and/or MPO processes and applicable federal regulations and state and federal procedures related to Metropolitan Transportation Planning and Programming
<p>Project Approach and Study Design:</p> <ul style="list-style-type: none"> • Provide logical approach to tasks, schedule, and issues of this project • Firm’s ability to meet established schedules and budgets

The Selection Committee will be comprised of representatives from the Kingsport MTPO and the City of Kingsport. The selection committee, if needed, may call upon expert staff members to provide additional guidance in the selection process.

If warranted, the Selection Committee will develop a short list of prospective consultant(s) for optional interviews and/or further discussions. Once the evaluation process and interviews/discussions (optional) are complete, the committee will then meet and make a selection. The selected firm will be notified and, if they accept, subsequent negotiations will occur to determine the fee for completing the scope of work, elements, deliverables, and completion of the 2050 LRTP.

5.4 Fee Negotiations

NO FEES ARE BEING SOLICITED OR NEGOTIATED AT THIS TIME
(this will occur after a firm has been selected)

The selected firm will submit a letter (paper – signed and dated) providing and formalizing the lump sum fee for development and completion of the 2050 LRTP as described in this RFQ and required by TDOT, VDOT, FHWA, FTA, the Kingsport MTPO Executive Board, and MTPO staff.

MTPO staff will evaluate the total fee and determine its acceptability. If it is determined that an adjustment is necessary, discussion with the selected firm will occur. If a fee on the adjustment cannot be reached, then the selected firm will be notified of the cancellation of acceptance. The committee will subsequently reconvene to determine further action and consider other submittals. This process will continue until a firm with an accompanying fee is accepted and agreed upon by the Selection Committee.

6.0 Estimated Schedule of Plan Development

Deadline for adoption of the Kingsport MTPO 2050 Long Range Transportation Plan is May 12, 2027!

With the exception of the final completion/adoption deadline, these dates are flexible and, at the discretion of the Kingsport MTPO staff and/or supervising agencies, are subject to change.

Element/Activity	Target Date	Review/Approval
Organization Meetings; Process Scheduling/Assignments	October/November 2025	MTPO staff
Review and Evaluation of current 2045 Plan; Revise Goals and Objectives	October/November 2025	MTPO staff, TDOT, VDOT
Interagency Consultation (not for air quality); Public Participation Process	Ongoing October 2025 – May 2027	MTPO staff, TDOT, VDOT, FHWA, FTA, Interagency Committee
Network Revisions; Data Collection on Current Transportation System/Study Area Demographics	December 2025 – January 2026	MTPO staff, TDOT Forecasting Office
Travel Demand Forecast Model completed and validated	February 2026 – April 2026	MTPO staff, TDOT Forecasting Office
First Draft of LRTP received from Consultant	September 2026	
Review of First Draft of LRTP by MTPO	September/October 2026	MTPO staff
Revisions – Second Draft of LRTP received from Consultant	October 2026	
Review of Second Draft of LRTP by MTPO, TDOT, VDOT	October/November 2026 (30 Calendar Days)	MTPO staff, TDOT, VDOT
Revisions – Third Draft of LRTP received from Consultant	November/December 2026	
Review of Third Draft of LRTP by FHWA, FTA, TDOT, VDOT, and MTPO Executive Board, and MTPO Technical Coordinating Committee	December 2026/January 2027 (30 Calendar Days)	FHWA, FTA, TDOT, VDOT, MTPO Executive Board, MTPO Technical Coordinating Committee
Revisions – Final Draft of LRTP received from Consultant	January 2027	
Final Review and Approval of LRTP by State and Federal Agencies	January/February 2027	FHWA, FTA, Other required Federal Agencies, TDOT, VDOT
Final Draft of LRTP to begin public review/comment period	March/April 2027 (30 Calendar Days)	MTPO staff
Public review/comment period ends; comments and responses compiled for MTPO Executive Board meeting	April 2027	MTPO staff
Adoption of Plan	Must be adopted before May 12, 2027	MTPO Executive Board

7.0 Additional Terms and Conditions

The Proposer agrees to comply with all State of Tennessee, Commonwealth of Virginia, and Federal statutes and regulations, follow applicable local, state, and federal directives, and comply with the requirements of these clauses as indicated below.

7.1 Copyrights

The Kingsport MTPO or any affiliated State or Federal agencies may copyright any books, publications, or other copyrightable materials developed in the course of this FHWA funded project. The MTPO, state, and federal agencies reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

7.2 Lobbying

Consultant certifies, to the best of its knowledge and belief, that 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.

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

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.

7.3 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 or statutory law, Commonwealth of Virginia 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 nondiscrimination.

The Kingsport MTPO, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the ground of race, color, or national origin in consideration for an award.

7.4 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 the 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.

7.5 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).

7.6 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).

7.7 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.

7.8 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.

7.9 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, the Tennessee Department of Transportation, and the Virginia Department of Transportation.

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."

7.10 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.

7.11 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.

7.12 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 that the Client is liable, shall be determined by the Client. In the event of disagreement, Consultant may file a claim with the Procurement Manager in order to seek redress.

7.13 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.

7.14 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.

7.15 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.

7.16 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.

Attachment A – Sample Agreement for Professional Services

AGREEMENT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT, effective on _____, by and between _____, hereinafter referred to as "CONSULTANT" and the CITY OF KINGSPORT, hereinafter referred to as "OWNER".

WITNESSETH:

WHEREAS, OWNER has need for professional services and other adjunct services as may be authorized by OWNER for _____, and;

WHEREAS, CONSULTANT desires to provide such services and being competent to do so;

NOW THEREFORE, OWNER and CONSULTANT in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I

SCOPE OF SERVICES AND SCHEDULE

- 1.1 The work and services to be performed (hereinafter referred to as "Services") by CONSULTANT shall be in accordance with CONSULTANT's Scope of Work, as detailed in Appendix A attached hereto and made a part hereof as though fully set out in the body of this Agreement.
- 1.2 On receiving authorization to proceed with the work, CONSULTANT shall proceed with the Scope of Work contained in Appendix A.
- 1.3 CONSULTANT shall proceed on a schedule mutually agreed with OWNER.

ARTICLE II

INDEPENDENT CONTRACTOR

2.1 CONSULTANT warrants to be an independent contractor and responsible for its Services, and not as the agent of OWNER, in performing the Agreement, maintaining complete control over its employees and all of its subcontractors. Nothing contained in this Agreement or any subcontract awarded by CONSULTANT shall create any contractual relationship between any such subcontractor and OWNER. CONSULTANT shall provide services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The CONSULTANT shall review State of Tennessee and City of Kingsport laws and regulations applicable to its services. CONSULTANT agrees to comply with all applicable Federal, State and Local codes and ordinances, including all applicable requirements of the Americans with Disabilities Act, in the design or implementation of the Project.

ARTICLE III

COMMITMENT OF PERSONNEL

- 3.1 CONSULTANT represents that it has, or will secure at its own expense, the qualified personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with OWNER.

- 3.2 All the Services required hereunder will be performed by CONSULTANT or subcontractors under their supervision and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under State of Tennessee and local laws to perform such Services.

ARTICLE IV COMPENSATION

- 4.1 OWNER agrees to compensate CONSULTANT for Services performed pursuant to Article I, which Services are identified in Appendix A, for an amount not to exceed _____. Said fee is inclusive of all labor, expenses and subcontracts to complete all elements of the Services for the Scope of Work, (Appendix A) except as may be identified in OWNER'S Responsibilities section of Appendix A, if such is included.
- 4.2 CONSULTANT shall submit periodic invoices in a form consistent with OWNER'S needs. Invoices for work performed shall indicate the time period during which the work was performed. The invoices are to be signed and certified as to their accuracy.
- 4.3 OWNER will promptly review monthly invoices. OWNER may require any additional information deemed necessary and appropriate to substantiate the invoice. OWNER shall have ten (10) work days from date of receipt from CONSULTANT of an invoice to reject all or any part of the invoice. OWNER shall pay the undisputed amounts to CONSULTANT within thirty (30) days of receipt of the invoice. The invoice shall show the percentage of completion of the Services as of the end of the period covered by the invoice. OWNER is not required to pay more than 90% of the compensation set out in 4.1 above until approval of Final Payment. Final payment, constituting the entire unpaid balance of the amount set out in 4.1 above, shall be made by OWNER to CONSULTANT only after CONSULTANT has fully performed and achieved Final Completion of the Services, and has provided OWNER all documents required by this Agreement.
- 4.4 CONSULTANT shall be responsible for alerting OWNER in any instance when it anticipates exceeding the budget amount; shall provide justification for same; and shall do so prior to expending 100% of the amount set out in 4.1 of this Agreement. The Agreement may be amended as the work progresses, provided CONSULTANT receives written authorization from OWNER to make such amendments.

ARTICLE V PERIOD OF PERFORMANCE

- 5.1 The Scope of the Services to be performed by CONSULTANT shall be fully and finally completed within _____ calendar days from the date of this Agreement. Final completion is the completion of all Services and all contract requirements by CONSULTANT.

ARTICLE VI LIABILITY AND INSURANCE

- 6.1 Public and Professional Liability - CONSULTANT shall fully indemnify, defend and save harmless OWNER, its Board of Mayor and Aldermen, employees and agents from and against damages, liabilities, expenses, compensations, claims, demands, suits or judgments of sums of money, including but not limited to court costs and reasonable counsel fees, to any party for loss of life or injury or damage to persons or property to the extent caused by, any negligent act, error, omission, of CONSULTANT, its agents, servants, or employees while engaged upon or in connection with the Services required or performed by CONSULTANT. The provisions of this Article VI shall survive the termination or expiration of this Agreement.
- 6.2 Insurance - Prior to beginning these Services, CONSULTANT shall, at CONSULTANT'S expense, obtain, keep in force during the term of this Agreement the following minimum amounts of insurance:

General Liability - occurrence basis bodily injury, personal injury and property damage - \$500,000 – \$1,000,000 combined single limit per occurrence;

1. Automobile liability - owner, hired, and non-owned bodily injury and property damage - \$500,000 – \$1,000,000

- combined single limit per occurrence;
3. Workmen's compensation with statutory limits and employer's liability insurance with minimum limits of \$500,000, to provide for the payment of employees of CONSULTANT employed on or in connection with the work and/or to their dependents, of worker's compensation benefits, including when required, occupational disease benefits in accordance with the U. S. Longshoremen's and Harbor Worker's Compensation Act and the Jones Act. With the prior approval of OWNER, CONSULTANT may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced.

OWNER, its Board of Mayor and Aldermen, its employees, and agents shall be named as additional insured on the certificates of insurance (General Liability or Automobile Liability) for such policies, and a certified copy of such certificates shall be provided to OWNER by CONSULTANT prior to the start of Services. CONSULTANT shall provide OWNER, upon its request, a certified copy of any insurance policy required by this Agreement. Any failure or non-coverage by such policy or the limit of any such insurance shall not limit the liability of CONSULTANT to OWNER. The policy, or policies, shall contain a provision that such policy or policies may not be cancelled without thirty (30) days prior written notice of such cancellation to OWNER. Insurance required hereunder shall be in companies reasonably acceptable to OWNER.

ARTICLE VII TERMS AND CONDITIONS

- 7.1 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.
- 7.2 Subletting, Assignment, or Transfer - This Agreement may not be sublet, assigned or transferred, changed, modified, or amended, in whole or in part, except as may be agreed, in writing, and signed by all the parties hereto.
- 7.3 Extent of Agreement - This Agreement constitutes the entire and integrated agreement between OWNER and CONSULTANT and no other written or oral understanding shall constitute part of this Agreement.
- 7.4 Severability - To the extent that any provision of this Agreement is finally adjudged invalid or unenforceable by a tribunal of competent jurisdiction, such provision shall be deemed modified to the extent necessary to make it enforceable.
- 7.5 Compliance of Laws - CONSULTANT shall comply with applicable laws, ordinances, rules, regulations and requirements of all federal, state and local governments, courts, boards, commissions or any other body exercising functions similar to the foregoing insofar as carrying out the provisions of this Agreement.
- 7.6 Termination – If through any cause, either party shall fail to fulfill in timely and proper manner the obligations, agreements or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement by filing written notice to the party in breach of such termination and specifying the effective date thereof, at least five days before the effective day of such termination.

In such event, all finished or unfinished documents, data, studies, and reports prepared by CONSULTANT under this Agreement shall, at the option of OWNER, become its property and CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the foregoing, CONSULTANT shall not be relieved of liability to OWNER for damages sustained by virtue of any breach of the agreement by CONSULTANT and OWNER may withhold any payments to CONSULTANT for the purpose of set off until such time as the exact amount of damages due OWNER from CONSULTANT is determined.

- 7.7 Governing Law - This Agreement shall be interpreted under and governed by the laws of the State of Tennessee.
- 7.8 Right to Rely – The CONSULTANT shall have the right to reasonably rely upon the accuracy and completeness of the services and information furnished by the OWNER. The CONSULTANT shall provide prompt written notice to the OWNER if the CONSULTANT becomes aware of any errors, omissions or inconsistencies in such services or information. Nothing herein shall be construed so as to release CONSULTANT from its responsibility or liability.

- 7.9 Dispute Resolution – In the event that a conflict arises that cannot be resolved between the parties, OWNER and CONSULTANT agree that all disputes arising out of or relating to this Agreement or the Project shall be first submitted to non-binding mediation, unless the parties mutually agree otherwise. The mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period of agreement of the parties or court order.
- 7.10 Waiver of Consequential Damages – Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

**ARTICLE VIII
OWNERSHIP OF DOCUMENTS**

- 8.1 All documents, reports and material prepared by CONSULTANT in the performance of this Agreement shall become the sole property of OWNER upon payment in full of all monies owed the CONSULTANT, provided CONSULTANT is not in breach of this Agreement. CONSULTANT hereby acknowledges that all right, title, and interest in the documents and all related reports, plans, drawings, technical memoranda and other directly related documents of any kind prepared or made by CONSULTANT or its subcontractors in the performance of or in connection with CONSULTANT'S Services and duties under this Agreement shall be vested solely with OWNER, including the right to hold, use, or dispose of same as OWNER deems appropriate in its sole discretion, but if OWNER uses such documents for other than intended purpose, OWNER assumes any and all liabilities for such use of the documents and CONSULTANT waives any property rights and copyright to such documents.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound have caused their duly authorized representative to, set their hand this day, month, and year first above written.

	CITY OF KINGSPORT
By: _____	By: _____

Date: _____	Date: _____
WITNESS:	ATTEST:
_____	_____
	City Recorder APPROVED AS TO FORM:
	_____ City Attorney

USDOT 1050.2 APPENDIX A

During the performance of this contract, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Virginia Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Virginia Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Virginia Department of Transportation shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract. or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

USDOT 1050.2A APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, And resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).