

# Contract Abstract

## Contract Information

Contract & Solicitation Title:

Contract Summary:

Contract Number:  Solicitation Number:  Requisition Number:

Replaces Expiring or Expired Contract? (Enter "No" or Contract No and Expiration Date):

Type of Contract/PO:  **Requires Council Legislation:**

**High Risk Contract** (Per Finance Department Contract Risk Management Policy):

**Sexual Harassment Training Required** (per BL2018-1281):

Estimated Start Date:  Estimated Expiration Date:  Contract Term:

Estimated Contract Life Value:  Fund:\*  BU:\*

(\*Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms:  Selection Method:

Procurement Staff:  BAO Staff:

Procuring Department:  Department(s) Served:

## Prime Contractor Information

Prime Contracting Firm:  ISN#:

Address:  City:  State:  Zip:

Prime Contractor is a : SBE  SDV  MBE  WBE  LGBTBE  (select/check if applicable)

Prime Company Contact:  Email Address:  Phone #:

**Prime Contractor Signatory:**  **Email Address:**

## Business Participation for Entire Contract

*Small Business and Service Disabled Veteran Business Program:*

Amount:  Percent, if applicable:

*Equal Business Opportunity (EBO) Program:*

MBE Amount:  MBE Percent, if applicable:

WBE Amount:  WBE Percent, if applicable:

*Federal Disadvantaged Business Enterprise:*

Amount:  Percent, if applicable:

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring):

## Summary of Offer

| Offeror Name   | MBE                      | WBE                      | SBE                      | SDV                      | LGBTBE                   | Score                            | Evaluated Cost                   | Result  |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|----------------------------------|----------------------------------|---|
|  | (check as applicable)    |                          |                          |                          |                          | (RFP Only)                       |                                  |   |
| <input type="text" value="The University of Tennessee Chatt"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="text" value="N/A"/> | <input type="text" value="N/A"/> | <input type="text" value="Approved Sole Source Form"/>  |
| <input type="text"/>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="text"/>             | <input type="text"/>             | <input type="text" value="Select from the Following:"/> |
| <input type="text"/>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="text"/>             | <input type="text"/>             | <input type="text" value="Select from the Following:"/> |



## Terms and Conditions

### 1. GOODS AND SERVICES CONTRACT

#### 1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County (METRO)** and **The University of Tennessee on behalf of its campus at Chattanooga (CONTRACTOR)** located at **615 McCallie Ave, Dept 7200, Chattanooga, TN 37403**, resulting from an approved sole source signed by Metro's Purchasing Agent (made a part of this contract by reference). This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
  - *Exhibit A - Rates*
  - *Exhibit B - MISA Terms and Conditions*
  - *Exhibit C -Affidavits*
  - *Exhibit D – Scope of Services*
- *Purchase Orders (and PO Changes),*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

### 2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

#### 2.1. Duties and Responsibilities

CONTRACTOR agrees to provide partnering services for the Strengthening Mobility and Revolutionizing Transportation (SMART) Grant.

#### 2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

### 3. CONTRACT TERM

#### 3.1. Contract Term

The Contract Term will begin on the date (the "Effective Date") this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. This Contract Term will end (60) months from the Effective Date. In no event shall the term of this Contract exceed sixty (60) months from the Effective Date.

### 4. COMPENSATION

#### 4.1. Contract Value

This Contract has an estimated value of \$350,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

#### **4.2. Other Fees**

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

#### **4.3. Payment Methodology**

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

#### **4.4. Escalation/De-escalation**

This Contract is not eligible for annual escalation/de-escalation adjustments.

#### **4.5. Electronic Payment**

All payments shall be effectuated by ACH (Automated Clearing House).

#### **4.6. Invoicing Requirements**

CONTRACTOR shall submit invoices for payment in a format acceptable to METRO and shall submit invoices no more frequently than monthly for satisfactorily and accurately performed services. CONTRACTOR shall be paid as work is completed and invoices are approved by METRO. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation as required by METRO. CONTRACTOR shall submit all invoices no later than ninety (90) days after the services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

#### **4.7. Subcontractor/Subconsultant Payments**

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

### **5. TERMINATION**

#### **5.1. Breach**

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

**5.2. Lack of Funding**

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

**5.3. Notice**

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

**6. NONDISCRIMINATION****6.1. METRO's Nondiscrimination Policy**

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

**6.2. Nondiscrimination Requirement**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. CONTRACTOR certifies that it complies with this nondiscrimination requirement. Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

**6.3. Equal Business Opportunity (EBO) Program Requirement**

The Equal Business Opportunity (EBO) Program is not applicable to this Contract.

**6.4. Covenant of Nondiscrimination**

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

**6.5. Americans with Disabilities Act (ADA)**

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ('ADA') 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

**7. INSURANCE****7.1. Proof of Insurance**

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and



identifying Contract number on the ACORD document.

### **7.2. Automobile Liability Insurance**

The university is self-insured under the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301 et seq., which covers certain tort liability for actual damages of up to \$300,000 per claimant and \$1,000,000 per occurrence.

### **7.3. General Liability Insurance**

The university is self-insured under the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301 et seq., which covers certain tort liability for actual damages of up to \$300,000 per claimant and \$1,000,000 per occurrence.

### **7.4. Worker's Compensation Insurance (if applicable)**

CONTRACTOR is self-insured under the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301 et seq. and the limits of liability under worker's compensation are set forth in Tenn. Code Ann. §§ 50-6-101, et. seq.

## **8. GENERAL TERMS AND CONDITONS**

### **8.1. Taxes**

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

### **8.2. Software License**

CONTRACTOR represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

### **8.3. Confidentiality**

Tennessee Code Annotated § 10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, for METRO, may have access to sensitive information. CONTRACTOR is required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form in a format chosen by METRO.

#### **8.4. Information Ownership**

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

Any information provided to the CONTRACTOR, including information provided by METRO customers or citizens, is only to be used to fulfill the contracted services. Storage of this information is not allowed outside United States' jurisdiction.

#### **8.5. Information Security Breach Notification**

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred (Breach Notice) by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

#### **8.6. Virus Representation and Warranty**

CONTRACTOR represents that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor will it and otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. Any liability of the CONTRACTOR to METRO and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by CONTRACTOR under this agreement will be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301, et. Seq and any other applicable local, state, or federal laws.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software.

#### **8.7. Copyright, Trademark, Service Mark, or Patent Infringement**

METRO shall provide CONTRACTOR immediate notice in writing of the existence of a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

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If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

### **8.8. Maintenance of Records**

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this 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 any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

### **8.9. Monitoring**

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

### **8.10. METRO Property**

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract.

**8.10.1 Intellectual Property**

The term "Intellectual Property" shall mean all inventions and developments (whether or not patentable) and other creative works (excluding theses, dissertations and scholarly publications) developed in the course of the performance of the work under this Agreement, including without limitation any patent, trademark, copyright, mask work right, or other property right pertaining to same.

**8.10.2 Pre-Existing Intellectual Property Rights of the Parties**

Neither CONTRACTOR nor METRO claim by virtue of this Agreement any right, title, or interest in (a) any issued or pending patents, copyrights, or data, other intellectual property, owned or controlled by the other party or (b) any previous invention, process, computer software, data, know-how or product of the other party, whether or not patented or patentable.

**8.10.3 Allocation of rights**

- A. Both CONTRACTOR and METRO agree to promptly disclose to the each other all Intellectual Property developed in the course of the work under this agreement.
  - a. The Intellectual Property developed solely by METRO shall be owned by METRO
  - b. The Intellectual Property developed solely by CONTRACTOR in the performance of work under this Agreement shall be owned by CONTRACTOR.
  - c. The Intellectual Property developed jointly by CONTRACTOR and METRO in the performance of work under this Agreement shall be jointly owned.
- B. The University of Tennessee Research Foundation ("UTRF") is a separate non-profit 501(c)(3) organization that promotes the commercialization of UT intellectual property and, consistent with University of Tennessee policies and practices, UTRF will be assigned intellectual property, solely developed by CONTRACTOR, and CONTRACTOR's interests in intellectual property that is jointly developed by CONTRACTOR and METRO.
- C. It is understood and agreed that any rights granted by or to any party by the terms of this Contract shall in all respects be subject to any rights claimed or restrictions and obligations imposed by the United States government or any agency thereof, whether such rights or restrictions and obligations arise out of federal funding of the underlying research or otherwise.

CONTRACTOR, directly or through its assignee UTRF, grants METRO: (1) a limited non-exclusive, irrevocable, paid-up, royalty-free right to use, reproduce, distribute (internally or externally) copies of, and prepare derivative works, and authorize others to do any, some, or all of the foregoing solely in the United States, any and all, works of authorship created by the Contractor in the performance of this Contract solely for the performance of METRO'S federally sponsored prime or similar higher-tier federal contract obligations under this prime contract and any obligations of follow-on contracts or contracts for subsequent phases of the same program and (2) a limited non-exclusive, irrevocable, paid-up, royalty-free right to practice solely in the United States, inventions conceived or developed by the Contractor in the performance of this Contract solely for the performance of METRO's federally sponsored prime or similar higher-tier federal contract obligations under this prime contract and any obligations of follow-on contracts or contracts for subsequent phases of the same program).

To the extent permitted by Tennessee Law, neither CONTRACTOR nor UTRF makes any representations or warranties, either express or implied, as to the work to be performed under this Contract. CONTRACTOR, UTRF specifically disclaims any warranties of merchantability or fitness for a particular purpose. Except as provided by Tennessee law, CONTRACTOR and UTRF shall not be liable for any direct, consequential, or other damages suffered by METRO or others resulting from the work performed under this Contract.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the final work product upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network

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storage areas, such as Microsoft OneDrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer.

Nothing in this Section 8.10.3, limits or relinquishes METRO's rights in Intellectual Property owned by METRO or jointly owned by METRO and CONTRACTOR. METRO retains all rights under federal and all other applicable laws in Intellectual Property owned by METRO or jointly owned by METRO and CONTRACTOR.

#### **8.11. Modification of Contract**

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

#### **8.12. Partnership/Joint Venture**

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

#### **8.13. Waiver**

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

#### **8.14. Employment**

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

#### **8.15. Compliance with Laws**

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

#### **8.16. Iran Divestment Act**

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

#### **8.17. Boycott of Israel**

The Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

#### **8.18. Taxes and Licensure**

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

**8.19. Ethical Standards**

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

Pursuant to Metropolitan Code of Laws, Section 4.48.020, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48.

**8.20. Assignment--Consent Required**

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**PRG@NASHVILLE.GOV (Preferred Method)**

**OR**

**METRO'S PURCHASING AGENT**

**PROCUREMENT DIVISION**

**DEPARTMENT OF FINANCE**

**PO BOX 196300**

**NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

**8.21. Entire Contract**

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

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**8.22. Force Majeure**

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

**8.23. Governing Law**

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

**8.24. Venue**

Any action between the Parties arising from this Contract shall be maintained in in a competent jurisdiction in the State of Tennessee Claims Commission.

**8.25. Severability**

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

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**Notices and Designation of Agent for Service of Process**

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT  
PROCUREMENT DIVISION  
DEPARTMENT OF FINANCE  
PO BOX 196300  
NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: The University of Tennessee on behalf of its campus at Chattanooga

Attention: Meredith Perry, Office of Research and Sponsored Programs

Address: 615 McCallie Ave, Dept 4905, Chattanooga, TN 37403

Telephone: 423-425-2232

Fax:

E-mail: meredith-perry@utc.edu

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will

waive any objection to service of process if process is served upon this agent:

Designated Agent: **State of Tennessee Attorney General and Reporter**

Attention:

Address: **PO Box 20207, Nashville, TN 37202 | 425 5th Ave N, Nashville, TN 37243**

Email:

**[SPACE INTENTIONALLY LEFT BLANK]**



**Notices & Designations**  
**Department & Project Manager**

|                        |         |
|------------------------|---------|
| <b>Contract Number</b> | 6554416 |
|------------------------|---------|

The primary DEPARTMENT/AGENCY responsible for the administration of this contract is:

|                   |   |
|-------------------|---|
| <b>DEPARTMENT</b> | Nashville Department of Transportation    |
| <b>Attention</b>  | Derek Hagerty                             |
| <b>Address</b>    | 700 President Ronald Reagan Way Suite 215 |
| <b>Telephone</b>  | 615-862-8645                              |
| <b>Email</b>      | Derek.Hagerty@nashville.gov               |

The primary DEPARTMENT/AGENCY responsible for the administration of this contract designates the following individual as the PROJECT MANAGER responsible for the duties outlined in APPENDIX – Z CONTRACT ADMINISTRATION:

|                        |   |
|------------------------|---|
| <b>Project Manager</b> | Murad Al Qurishee                         |
| <b>Title</b>           | Engineer 1                                |
| <b>Address</b>         | 700 President Ronald Reagan Way Suite 215 |
| <b>Telephone</b>       | 629-203-3116                              |
| <b>Email</b>           | Murad.AlQurishee@nashville.gov            |

## **Appendix Z – Contract Administration**

Upon filing with the Metropolitan Clerk, the PROJECT MANAGER designated by the primary DEPARTMENT/AGENCY is responsible for contract administration. Duties related to contract administration include, but are not necessarily limited to, the following:

### **Vendor Performance Management Plan**

For contracts in excess of \$50,000.00, the project manager will develop a vendor performance management plan. This plan is managed by the primary department/agency and will be retained by the department/agency for their records. At contract close out, copies of all vendor performance management documents will be sent to [PRG@nashville.gov](mailto:PRG@nashville.gov).

For best practices related to vendor performance management, project managers will consult chapter eight of the PROCUREMENT MANUAL found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

### **Amendment**

For all contracts, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) if changes to the term, value, scope, conditions, or any other material aspect of the contract are required. The email notification will include a complete CONTRACT AMENDMENT REQUEST FORM found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

### **Escalation**

For contracts that include an escalation/de-escalation clause, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) when any request for escalation/de-escalation is received. The email notification will include any documentation required by the contract to support the request.

### **Contract Close Out – Purchasing**

For all contracts, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) when the work is complete and has been accepted by the department/agency. The email notification will include the contract number, contract title, date of completion, warranty start date and warranty end date (if applicable), and copies of all vendor performance management documents (if applicable).

### **Contract Close Out – BAO**

For contracts with compliance monitored by the Business Assistance Office (BAO), the project manager will notify the designated contract compliance officer via email when the contract is complete and final payment has been issued. The email notification will include the contract number, contract title, and the date final payment was issued.

### **Best Practices**

Project managers are strongly encouraged to consult chapter eight of the PROCUREMENT MANUAL for best practices related to contract administration. The manual is found on the division of purchases internal resources page:

<https://metronashville.sharepoint.com/sites/IMFinanceProcurement>

Contract Number 6554416

**Effective Date**

This contract shall not be binding upon the parties until it has been fully electronically approved by the CONTRACTOR, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

**APPROVED AS TO PROJECT SCOPE:**

Diana Marcon KCK  
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:**

Dennis Rowland DR  
Purchasing Agent Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Kevin Crumbo/mal KCM  
Director of Finance BA

**APPROVED AS TO FORM AND LEGALITY:**

Erica Haber EH  
Metropolitan Attorney Insurance

**FILED BY THE METROPOLITAN CLERK:**

\_\_\_\_\_  
Metropolitan Clerk Date

**CONTRACTOR:**

The University of Tennessee at Chattanooga  
Company Name

Reinhold Mann  
Signature of Company's Contracting Officer

Reinhold Mann  
Officer's Name

vice chancellor for research  
Officer's Title

**Exhibit A - Rates for Contract 6554416**

| <b>Title</b>                | <b>Hourly Rate</b> |
|-----------------------------|--------------------|
| Lead Principal Investigator | \$160.32           |
| Co-Principal Investigator 1 | \$58.89            |
| Co-Principal Investigator 2 | \$95.86            |
| Post-Doctoral Associate     | \$33.48            |
| Graduate Students (2)       | \$22.92            |
| Other Program Staff         | \$61.22            |

**SECTION A-1****General Terms and Conditions**

- 1 Safeguards.** In addition to the controls specified in the exhibits to this Agreement, Contractor agrees to implement administrative, physical, and technical safeguards to protect the availability, confidentiality and integrity of Metropolitan Government of Nashville and Davison County (Metro Government) Information, information technology assets and services. All such safeguards shall be in accordance with industry-wide best security practices and commensurate with the importance of the information being protected, but in no event less protective than those safeguards that Contractor uses to protect its own information or information of similar importance, or is required by applicable federal or state law.
- 2 Inventory.** Contractor agrees to maintain at all times during the Term of this Agreement a Product and Service Inventory. Contractor shall upon request of Metro Government, which shall be no more frequently than semi-annually, provide the current Product and Service Inventory to Metro Government within thirty (30) days of the request.
- 3 Connection of Systems or Devices to the Metro Government Network.** Contractor shall not place any systems or devices on the Metro Government Network without the prior written permission of the Director of ITS, designee, or the designated Metro Government contact for this Agreement.
- 4 Access Removal.** If granted access to Metro Government Network or systems, Contractor and its Agents shall only access those systems, applications or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass security controls. Notwithstanding anything to the contrary in the Purchasing Agreement or other agreement between Metro Government and Contractor, Metro Government at its sole discretion, may refuse granting access right to Metro Government Network or Sensitive Information to any Agent of Contractor, and may at any time remove access rights (whether physical premise access or system access) from Contractor or any Agents, without prior notice or liability to Contractor, if Metro Government reasonably suspects a security violation by Contractor or such Agent or otherwise deems such action appropriate to protect Metro Government Infrastructure, Metro Government Network or Metro Government Information.
- 5 Subcontracting/Outsourcing.**
  - 5.1 Prior Approval.** Without Metro Government's prior written consent, Contractor may not subcontract with a third party to perform any of its obligations to Metro Government which involves access to Metro Government Information or connection to Metro Government Network. Nor shall Contractor outsource any Contractor infrastructure (physical or virtual) which Stores Sensitive Information without such consent. To obtain Metro Government's consent, Contractor shall contact the Metro Government ITS department. In addition, Metro Government may withdraw any prior consent if Metro Government reasonably suspect a violation by the subcontractor or outsource provider of this Agreement, or otherwise deems such withdraw necessary or appropriate to protect Metro Government Network, Metro Government Infrastructure or Metro Government Information.
  - 5.2 Subcontractor Confidentiality.** Contractor Agents are bound by the same confidentiality obligations set forth in this Agreement. Contractor or its Agent may not transfer, provide access to or otherwise make available Metro Government Information to any individual or entity outside of the United States (even within its own organization) without the prior written consent of Metro Government. To obtain such consent, Contractor shall send Metro Government a notice detailing the type of information to be disclosed, the purpose of the disclosure, the recipient's identification and location, and other information required by Metro Government.
  - 5.3 Contractor Responsibility.** Prior to subcontracting or outsourcing any Contractor's obligations to Metro Government, Contractor shall enter into a binding agreement with its subcontractor or outsource service provider ("Third Party Agreement") which (a) prohibits such third party to further subcontract any of its obligations, (b) contains provisions no less protective to Metro Government Network, Metro Government Infrastructure and/or Metro Government Information than those in this Agreement, and (c) expressly provides Metro Government the right to audit such subcontractor or outsource service provider to the same extent that Metro Government may audit Contractor under this Agreement. Contractor agrees that the Third Party Agreement will be enforceable by Metro Government in the U.S. against the subcontractor or outsource provider (e.g., as an intended third party beneficiary under the Third Party Agreement).

Exhibit B – MISA Terms and Conditions

Contract 6554416

Without limiting any other rights of Metro Government in this Agreement, Contractor remains fully responsible and liable for the acts or omissions of its Agents. In the event of an unauthorized disclosure or use of Sensitive Information by its Agent, Contractor shall, at its own expense, provide assistance and cooperate fully with Metro Government to mitigate the damages to Metro Government and prevent further use or disclosure.

**SECTION A-2****Definitions**

Capitalized terms used in the Agreement shall have the meanings set forth in this Exhibit A-2 or in the [Metropolitan Government Information Security Glossary](#), which can be found on the Metropolitan Government of Nashville website . Terms not defined in this Exhibit A-2 or otherwise in the Agreement shall have standard industry meanings.

1. “Affiliates” as applied to any particular entity, means those entities, businesses, and facilities that are controlled by, controlling, or under common control with a stated entity, as well as (with respect to Metro Government) any entity to which Metro Government and/or any of the foregoing provides information processing services.
2. “Agent” means any subcontractor, independent contractor, officer, director, employee, consultant or other representative of Contractor, whether under oral or written agreement, whether an individual or entity.
3. “Agreement” means this Information Security Agreement, including all applicable exhibits, addendums, and attachments.
4. “Information Breach” means any actual or suspected unauthorized disclosure or use of, or access to, Metro Government Information, or actual or suspected loss of Metro Government Information.
5. “Effective Date” means the date first set forth on page 1 of the Agreement.
6. “Metro Government Information” means an instance of an information type belonging to Metro Government. Any communication or representation of knowledge, such as facts, information, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or audiovisual, owned by or entrusted to Metro Government.
7. “Metro Government Infrastructure” means any information technology system, virtual or physical, which is owned, controlled, leased, or rented by Metro Government, either residing on or outside of the Metro Government Network. Metro Government Infrastructure includes infrastructure obtained from an IAAS provider or systems that are provided and located on the Metro Government Network as part of a Service.
8. “Metro Government Network” means any Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by Metro Government.
9. “Term” means the period during which this Agreement is in effect.

**SECTION A5T****Agent Security and Training**

- 1 Background Check.** Contractor shall perform a background check which includes a criminal record check on all Agents, who may have access to Metro Government Information. Contractor shall not allow any Agents to access Metro Government Information or perform Services under a Purchasing Agreement if Contractor knows or reasonably should know that such Agent has been convicted of any felony or has been terminated from employment by any employer or contractor for theft, identity theft, misappropriation of property, or any other similar illegal acts.
- 2 Information Security Officer.** If Agents will access or handle Metro Government Information, Contractor shall designate an Information Security Officer, who will be responsible for Contractor information security and compliance with the terms of this Agreement as it relates to Metro Government Information.
- 3 Agent Access Control.** Contractor shall implement and maintain procedures to ensure that any Agent who accesses Metro Government Information has appropriate clearance, authorization, and supervision. These procedures must include:
  - 3.1** Documented authorization and approval for access to applications or information stores which contain Metro Government Information; e.g., email from a supervisor approving individual access (note: approver should not also have technical rights to grant access to Sensitive Information); documented role-based access model; and any equivalent process which retains documentation of access approval.
  - 3.2** Periodic (no less than annually) reviews of Agent user access rights in all applications or information stores which contain Sensitive Information. These reviews must ensure that access for all users is up-to-date, appropriate and approved.
  - 3.3** Termination procedures which ensure that Agent's user accounts are promptly deactivated from applications or information stores which contain Sensitive Information when users are terminated or transferred. These procedures must ensure that accounts are deactivated or deleted no more than 14 business days after voluntary termination, and 24 hours after for cause terminations.
  - 3.4** Procedures which ensure that Agent's user accounts in applications or information stores which contain Sensitive Information are disabled after a defined period of inactivity, no greater than every 180 days.
  - 3.5** Procedures which ensure that all Agents use unique authentication credentials which are associated with the Agent's identity (for tracking and auditing purposes) when accessing systems which contain Sensitive Information.
  - 3.6** Contractor will maintain record of all Agents who have been granted access to Metro Government Sensitive Information. Contractor agrees to maintain such records for the length of the agreement plus 3 years after end of agreement. Upon request, Contractor will supply Metro Government with the names and login IDs of all Agents who had or have access to Metro Government Information.
- 4 Agent Training.**
  - 4.1** Contractor shall ensure that any Agent who access applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of the information or information and the security of the application. Completion of this training must be documented and must occur before Agent may access any Sensitive Information. This training must include, at a minimum:
    - 4.1.1** Appropriate identification and handling of Metro Government Information



## Exhibit B – MISA Terms and Conditions

Contract 6554416

- 4.1.1.1 Awareness of confidentiality requirements contained in this Agreement;
  - 4.1.1.2 Procedures for encrypting Metro Government Information before emailing or transmitting over an Open Network, if the information classification of the information requires these controls;
  - 4.1.1.3 Procedures for information storage on media or mobile devices (and encrypting when necessary).
  - 4.1.2 Education about the procedures for recognizing and reporting potential Information Security Incidents;
  - 4.1.3 Education about password maintenance and security (including instructions not to share passwords);
  - 4.1.4 Education about identifying security events (e.g., phishing, social engineering, suspicious login attempts and failures);
  - 4.1.5 Education about workstation and portable device protection; and
  - 4.1.6 Awareness of sanctions for failing to comply with Contractor security policies and procedures regarding Sensitive Information.
  - 4.1.7 Periodic reminders to Agents about the training topics set forth in this section.
- 4.2 Contractor shall ensure that any Agent who accesses applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of this information. Completion of this training must be documented and must occur before Agent may access any Metro Government Information. This training must include, at a minimum:
- 4.2.1 Instructions on how to identify Metro Government Information.
  - 4.2.2 Instructions not to discuss or disclose any Sensitive Information to others, including friends or family.
  - 4.2.3 Instructions not to take media or documents containing Sensitive Information home unless specifically authorized by Metro Government to do so.
  - 4.2.4 Instructions not to publish, disclose, or send Metro Government Information using personal email, or to any Internet sites, or through Internet blogs such as Facebook or Twitter.
  - 4.2.5 Instructions not to store Metro Government Information on any personal media such as cell phones, thumb drives, laptops, personal digital assistants (PDAs), unless specifically authorized by Metro Government to do so as part of the Agent's job.
  - 4.2.6 Instructions on how to properly dispose of Metro Government Information, or media containing Metro Government Information, according to the terms in Exhibit DMH as well as applicable law or regulations.
- 5 **Agent Sanctions.** Contractor agrees to develop and enforce a documented sanctions policy for Agents who inappropriately and/or in violation of Contractor's policies and this Agreement, access, use or maintain applications or information stores which contain Sensitive Information. These sanctions must be applied consistently and commensurate to the severity of the violation, regardless of level within management, and including termination from employment or of contract with Contractor.

**SECTION AV**

**Protection Against Malicious Software**

- 1 Microsoft Systems on Metro Government Networks.** For Products which will be installed on Microsoft Windows Systems residing on Metro Government Network, Contractor warrants that the Product will operate in conjunction with Metropolitan Government Antivirus Software, and will use real time protection features.
  
- 2 Non-Microsoft Systems on Metro Government Networks.** For Products installed on non-Microsoft Windows Systems residing on Metro Government Network, Contractor shall allow Metro Government to install Antivirus Software on such Products where technically possible. Upon Metro Government's request, Contractor shall provide the requisite information to implement such Antivirus Software in a manner which will not materially impact the functionality or speed of the Product.

## **SECTION DEV**

### **Development**

- 1 Source Code License/Source Code Escrow.** Source code is to be provided to either Metro Government or an escrow agent as a deliverable of any software development project or any other projects which requires code to be created as a deliverable and after any updates to code. CONTRACTOR must provide proof that all source code provided to Metro Government or to escrow agent is complete, up to date and includes all components necessary to function in production environment. Said source code shall be considered the Confidential Information of CONTRACTOR or its successor and Metro Government may only use, copy and/or modify the source code consistent with the purposes of this agreement.

  - 1.1 Source Code License.** CONTRACTOR agrees to provide Metro Government a source code license and will provide, as part of deliverable, source code that is developed as part of this contract, including any customizations. Source code to be provided in an agreed upon media and will be provided within 30 days after any updates. Any third party libraries used in the development of the software will also be included. Documentation provided must be sufficient for a developer versed in the applicable programming language to fully understand source code.
  - 1.2 Source Code Escrow.** In the event that (i) CONTRACTOR becomes insolvent or bankrupt, (ii) CONTRACTOR makes an assignment for the benefit of creditors, (iii) CONTRACTOR consents to a trustee or receiver appointment, (iv) a trustee or receiver is appointed for CONTRACTOR or for a substantial part of its property without its consent, (v) CONTRACTOR voluntarily initiates bankruptcy, insolvency, or reorganization proceedings, or is the subject of involuntary bankruptcy, insolvency, or reorganization proceedings, or (vi) CONTRACTOR announces that it has entered into an agreement to be acquired by a then named Competitor, then CONTRACTOR will negotiate in good faith to enter into a source code escrow agreement with a mutually agreed source code escrow company setting forth source code escrow deposit procedures and source code release procedures relating to the software provided as part of this contract. Notwithstanding the foregoing, the escrow instructions shall provide for a release of the source code to Metro Government only upon the occurrence of (a) the filing of a Chapter 7 bankruptcy petition by CONTRACTOR, or a petition by CONTRACTOR to convert a Chapter 11 filing to a Chapter 7 filing; (b) the cessation of business operations by CONTRACTOR; or (c) the failure on the part of CONTRACTOR to comply with its contractual obligations to Metro Government to comply with its maintenance and support obligations for a period of more than thirty (30) days after it has received written notice of said breach. In the event of a release of source code pursuant to this section, said source code shall continue to be the Confidential Information of CONTRACTOR or its successor in interest. In the event of a release of source code to Metro Government from escrow, Metro Government may only use, copy and/or modify the source code consistent with the purposes of this agreement (or have a contractor who has agreed in writing to confidentiality provisions as restrictive as those set forth in this Agreement do so on its behalf).
- 2 Mobile Applications Security.** CONTRACTOR shall have the ability/expertise to develop secure mobile applications. Specifically, an awareness of secure mobile application development standards, such as OWASP's Mobile Security project. Development should be able to meet at a minimum OWASP's MASVS-L1 security standard or a similar set of baseline security standards as agreed upon by Metro Government.

**SECTION DMH****Device and Storage Media Handling**

- 1 Portable Media Controls.** Contractor (including its Agents) shall only store Metro Government Information on portable device or media when expressly authorized by Metro Government to do so. When Contractor stores Metro Government Sensitive Information or on portable device or media, Contractor shall employ the following safeguards:
  - 1.1** Access to the device or media shall require a password or authentication;
  - 1.2** The device or media shall be encrypted using Strong Encryption;
  - 1.3** The workstation or portable device or media containing Metro Government Information must be clearly identified or labeled in such a way that it can be distinguished from other media or device which is not used to store Sensitive Information.
  - 1.4** The device or media must be accounted for by a system or process which tracks the movements of all devices or media which contain Metro Government Information.
- 2 Media Disposal.**
  - 2.1** Contractor shall only dispose of media containing Metro Government Information when authorized by Metro Government.
  - 2.2** Contractor shall dispose of any media which stores Metro Government Information in accordance with media sanitization guidelines for media destruction as described in NIST document [NIST SP800-88: Guidelines for Media Sanitization](#).
  - 2.3** Upon Metro Government request, Contractor shall promptly provide written certification that media has been properly destroyed in accordance with this Agreement.
  - 2.4** Contractor may not transport or ship media containing Metro Government Information unless the media is Encrypted using Strong Encryption, or the information on the media has been sanitized through complete information overwrite (at least three passes); or media destruction through shredding, pulverizing, or drilling holes (e.g. breaking the hard drive platters).
- 3 Media Re-Use.**
  - 3.1** Contractor shall not donate, sell, or reallocate any media which stores Metro Government Information to any third party, unless explicitly authorized by Metro Government.
  - 3.2** Contractor shall sanitize media which stores Metro Government Information before reuse by Contractor within the Contractor facility.

**SECTION ENC**

**Encryption and Transmission of Information**

- 1** Contractor shall Encrypt Metro Government Sensitive Information whenever transmitted over the Internet or any untrusted network using Strong Encryption. Encryption of Sensitive Information within the Metro Government Network, or within Contractor's physically secured, private information center network, is optional but recommended.
- 2** Contractor shall Encrypt Metro Government Authentication Credentials while at rest or during transmission using Strong Encryption.
- 3** Contractor shall Encrypt, using Strong Encryption, all Sensitive Information that is stored in a location which is accessible from Open Networks.
- 4** If information files are to be exchanged with Contractor, Contractor shall support exchanging files in at least one of the Strongly Encrypted file formats, e.g., Encrypted ZIP File or PGP/GPG Encrypted File.
- 5** All other forms of Encryption and secure hashing must be approved by Metro Government.

**SECTION IR****Incident Response**

**1 Incident Reporting.** Contractor shall report any Information Security Incident of which it becomes aware, or failure of any technical or procedural controls, which has or had a potential to affect Metro Government Network, Metro Government Infrastructure or Metro Government Information to Metro Government and according to the following timeline and procedure:

**1.1** Contractor shall promptly report to Metro Government any successful Information Security Incident (with or without actual harm to system or information) within 24 hours of becoming aware of the incident. At a minimum, such report shall contain: (a) date and time when the Information Security Incident occurred; (b) the date and time when such incident was discovered by Contractor; (c) identification of the systems, programs, networks and/or Metro Government Information affected by such incident; (d) preliminary impact analysis; (e) description and the scope of the incident; and (f) any mitigation steps taken by Contractor. However, if Contractor is experiencing or has experienced a Information Breach or a successful Information Security Incident to systems that host or Store Sensitive Information or an Information Security Incident that is causing or has caused material disruption to the functionality or operation of Contractor systems or damage to Contractor hardware, software or information, including a successful attack by Malicious Software, Contractor shall report such security breach or incident to Metro Government both to the ITS Help Desk at (615) 862-HELP and to the Metro Government department within 24 hours from Contractor's reasonable awareness of such security breach or incident.

**1.2** Contractor shall document any attempted but unsuccessful Information Security Incident of which it becomes aware and report to Metro Government upon its request. The frequency, content, and format of such report will be mutually agreed upon by the parties.

**2 Incident Response.**

**2.1** Contractor shall have a documented procedure for promptly responding to an Information Security Incidents and Information Breach that complies with applicable law and shall follow such procedure in case of an incident. Contractor shall have clear roles defined and communicated within its organization for effective internal incidence response.

**2.2** Contractor shall designate a contact person for Metro Government to contact in the event of an Information Security Incident. This contact person should possess the requisite authority and knowledge to: (i) act as a liaison to communicate between Contractor and Metro Government regarding the incident (including providing information requested by Metro Government); (ii) perform the reporting obligations of Contractor under this exhibit; and (iii) develop a mitigation strategy to remedy or mitigate any damage to Metro Government Network, Metro Government Infrastructure, Metro Government Information or the Product or Service provided to Metro Government that may result from the Information Security Incident.

**SECTION LOG****Audit Logs**

- 1 Audit Log Information.** The Product or Service will provide user activity Audit Log information. Audit Log entries must be generated for the following general classifications of events: login/logout (success and failure); failed attempts to access system resources (files, directories, information bases, services, etc.); system configuration changes; security profile changes (permission changes, security group membership); changes to user privileges; actions that require administrative authority (running privileged commands, running commands as another user, starting or stopping services, etc.); and remote control sessions (session established, login, logout, end session, etc.). Each Audit Log entry must include the following information about the logged event: date and time of event; type of event; event description; user associated with event; and network identifiers (IP address, MAC Address, etc.) or logical identifiers (system name, port, etc.).
- 2 Audit Log Integrity.** Contractor shall implement and maintain controls to protect the confidentiality, availability and integrity of Audit Logs.
- 3 User Access Audit.** Upon Metro Government's request, Contractor shall provide Audit Logs of Metro Government's users of the Product or Service to Metro Government.
- 4 Audit Log Feed.** Upon request, Contractor shall implement a regular, but in no event less than daily, automated Audit Log feed via a secured, persistent connection to Metro Government Network so that Metro Government may monitor or archive Audit Log information relating to Metro Government's users on Metro Government systems.
- 5 Audit Log Availability.**
  - 5.1** Contractor shall ensure that Audit Logs for the Product or Service for the past 90 days are readily accessible online.
  - 5.2** If for technical reasons or due to an Information Security Incident, the online Audit Logs are not accessible by Metro Government or no longer trustworthy for any reason, Contractor shall provide to Metro Government trusted Audit Log information for the past 90 days within 2 business days from Metro Government's request.
  - 5.3** Contractor shall provide or otherwise make available to Metro Government Audit Log information which are 91 days or older within 14 days from Metro Government's request.
  - 5.4** Contractor shall make all archived Audit Logs available to Metro Government no later than thirty (30) days from Metro Government's request and retrievable by Metro Government for at least one (1) year from such request.
  - 5.5** Contractor shall agree to make all Audit Logs available in an agreed upon format.

**SECTION NET****Network Security****1 Network Equipment Installation.**

- 1.1 Contractor shall not install new networking equipment on Metro Government Network without prior written permission by the Metro Government ITS department. Contractor shall not make functional changes to existing network equipment without prior written consent of such from Metro Government ITS department.
- 1.2 Contractor shall provide the Metro Government ITS department contact with documentation and a diagram of any new networking equipment installations or existing networking equipment changes within 14 days of the new installation or change.
- 1.3 Contractor shall not implement a wireless network on any Metro Government site without the prior written approval of the Metro Government ITS contact, even if the wireless network does not connect to the Metro Government Network. Metro Government may limit or dictate standards for all wireless networking used within Metro Government facility or site.

**2 Network Bridging.** Contractor shall ensure that no system implemented or managed by Contractor on the Metro Government Network will bridge or route network traffic.**3 Change Management.** Contractor shall maintain records of Contractor installations of, or changes to, any system on the Metro Government Network. The record should include date and time of change or installation (start and end), who made the change, nature of change and any impact that the change had or may have to the Metro Government Network, Metro Government system or Metro Government Information.**4 System / Information Access.**

- 4.1 Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.
- 4.2 Contractor shall only use Metro Government approved methods to configure Metro Government systems or application or grant access to systems.
- 4.3 Contractor shall use the Principle of Least Privilege when granting access to Metro Government Information, network or systems.



**SECTION PAT****Patch Creation and Certification**

- 1 Security Patch Required.** Unless otherwise expressly agreed by Metro Government and Contractor, for Products that are no longer under performance warranty, Contractor shall provide no less than standard maintenance and support service for the Products, which service includes providing Security Patches for the Products, for as long as Metro Government is using the Products.
- 2 Timeframe for Release.** For Vulnerabilities contained within the Product that are discovered by Contractor itself or through Responsible Disclosure, Contractor shall promptly create and release a Security Patch. Contractor must release a Security Patch: (i) within 90 days for Critical Vulnerabilities, (ii) within 180 days for Important Vulnerabilities, and (iii) within one (1) year for all other Vulnerabilities after Contractor becomes aware of the Vulnerabilities. For Vulnerabilities contained within the Product that have become publicly known to exist and are exploitable, Contractor will release a Security Patch in a faster timeframe based on the risk created by the Vulnerability, which timeframe should be no longer than thirty (30) days. For the avoidance of doubt, Contractor is not responsible for creation of Security Patches for Vulnerabilities in the Product that is caused solely by the Off-the-Shelf Software installed by Metro Government.
- 3 Timeframe for Compatibility Certification.** Contractor shall promptly Certify General Compatibility of a Security Patch for third party software which the Product is dependent upon when such patch is released. For a Security Patch for Microsoft Windows Operating Systems, Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days, and shall Certify General Compatibility of an Important Security Patch within thirty (30) days, from the release of the patch. For Security Patches for Off-the-Shelf Software (OTS), Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days and Certify General Compatibility of an Important Security Patch within thirty (30) days from its release. For Security Patch for all other third party software or system, Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days and an Important Security Patch within thirty (30) days from its release. . Contractor shall publish whether the Security Patches are generally compatible with each related Product.
- 4 Notice of Un-patchable Vulnerability.** If Contractor cannot create a Security Patch for a Vulnerability, or Certify General Compatibility of a Security Patch for OTS software, within the timeframe specified herein, Contractor shall notify Metro Government of the un-patchable Vulnerability in writing. Such notice shall include sufficient technical information for Metro Government to evaluate the need for and the extent of immediate action to be taken to minimize the potential effect of the Vulnerability until a Security Patch or any other proposed fix or mitigation is received.
- 5 Vulnerability Report.** Contractor shall maintain a Vulnerability Report for all Products and Services and shall make such report available to Metro Government upon request, provided that Metro Government shall use no less than reasonable care to protect such report from unauthorized disclosure. The Vulnerability Report should (a) identify and track all known Vulnerabilities in the Products or Services on a continuing and regular basis, (b) document all Vulnerabilities that are addressed in any change made to the Product or Service, including without limitation Security Patches, upgrades, service packs, updates, new versions, and new releases of the Product or Service, (c) reference the specific Vulnerability and the corresponding change made to the Product or Service to remedy the risk, (d) specify the critical level of the Vulnerability and the applicable Security Patch, and (e) other technical information sufficient for Metro Government to evaluate the need for and the extent of its own precautionary or protective action. Contractor shall not hide or provide un-documented Security Patches in any type of change to their Product or Service.
- 6 SCCM Compatibility for Windows Based Products.** Contractor Patches for Products that operate on the Microsoft Windows Operating System must be deployable with Microsoft's System Center Configuration Manager.

**SECTION PES****Physical and Environmental Security**

Contractor shall implement security measures at any Contractor facilities where Sensitive Information is stored. Such security measures must include, at a minimum:

- 1 Contingency Operations.** A documented Disaster Recovery Plan for accessing the facility and the Sensitive Information, and restoring Sensitive Information if needed, in the case of an emergency or crisis.
- 2 Environmental Safeguards.** Reasonable environmental safeguards to protect systems storing Sensitive Information from smoke, heat, water, fire, humidity, or power surge damage.
- 3 Access Control.** Appropriate controls which ensure that only authorized personnel are allowed physical access to the facility. Examples of appropriate controls include, but are not limited to: signage; personnel badges and controlled badge access; visitor sign in, escort, and sign out; security guards; and video surveillance for information centers which store Sensitive Information.
- 4 Maintenance Records.** Contractor shall conduct regular maintenance on systems which contain Sensitive Information and to facility's physical and environmental controls (e.g., temperature, physical access). Contractor shall maintain documentation of any repairs or maintenance performed on the systems or facility and shall provide Metro Government a copy of such records upon its reasonable request.
- 5 Physical Safeguards.** Contractor shall use best efforts to prevent theft or damage to Contractor systems or storage media containing Sensitive Information. Such efforts shall include, but are not limited to:
  - 5.1** Protecting systems or devices that contain un-encrypted Sensitive Information with physical barriers such as locked cabinet, floor to ceiling room, or secured cage.
  - 5.2** Not storing Un-encrypted Sensitive Information in "multi-party" shared physical environments with other entities.
  - 5.3** Not transporting or shipping un-encrypted media which stores Sensitive Information unless the information is sanitized through full media overwrite (at least one complete pass), or media destruction through shredding, pulverizing, or drive-punching (e.g., breaking the hard drive platters).
  - 5.4** In the event Products generate, store, transmit or process Sensitive Information and the Product does not support encryption, Contractor shall be solely responsible for the provision of physical security measures for the applicable Products (e.g., cable locks on laptops).

**SECTION REM****Remote Access to Metro Government Network/System****1 B2B VPN or Private Circuit Requirements.**

- 1.1 For Contractor's Business to Business ("B2B") or private circuit network connections which terminate on the outside of the Metro Government Network, Contractor must protect such connections by an International Computer Security Association Labs certified firewall.
- 1.2 Government may deny any traffic type due to risk and require Contractor to use a more secured protocol. Microsoft protocols such as those used in Window File Shares are considered risky and will not be allowed.
- 1.3 B2B Virtual Private Network ("VPN") connections to the Metro Government Network will only terminate on Metro Government managed network infrastructure.
- 1.4 Contractor shall authenticate the VPN to the Metro Government Network using at least a sixteen (16) character pre-shared key that is unique to the Metro Government.
- 1.5 Contractor shall secure the VPN connection using Strong Encryption.
- 1.6 Contractor shall connect to the Metro Government Network using a device capable of Site-to-Site IPSec support.
- 1.7 Contractor shall connect to the Metro Government Network using a device capable of performing policy-based Network Address Translation (NAT).
- 1.8 Contractor shall connect to the Metro Government Network through the Metro Government VPN concentrator.
- 1.9 Contractor shall not implement any form of private circuit access to the Metro Government network without prior written approval from the Metro Government ITS Department.
- 1.10 Metro Government reserves the right to install filtering or firewall devices between Contractor system and the Metro Government Network.

**2 Requirements for Dial-In Modems.**

- 2.1 If Contractor is using an analog line, the analog line shall remain disconnected from the modem when not in use, unless Metro Government has expressly authorized permanent connection.
- 2.2 Contractor shall provide the name of the individual(s) connecting to Metro Government Network and the purpose of the connection when requesting connectivity.

**3 System / Information Access.** Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.**4 Remote Access Account Usage.**

- 4.1 Upon request, Contractor shall provide Metro Government with a list of active Agent user accounts and access levels and other information sufficient for Metro Government to deactivate or disable system access if it deems appropriate.
- 4.2 Contractor may not share Metro Government-issued ID's, or any user accounts which grant access to Metro Government Network or Metro Government systems.

## Exhibit B – MISA Terms and Conditions

Contract 6554416

- 4.3 Contractor Agent shall use unique accounts assigned to the Agent to perform work. Service accounts (or accounts that are configured and used by systems to gain access to information or other systems) may not be used by Contractor Agents to access any system.

**5 Metro Government Network Access Requirements.**

- 5.1 Contractor shall only use Contractor systems which are compatible with Metro Government Remote Access technology to access Metro Government Network. If Contractor does not have a system that is compatible, it is Contractor's responsibility to obtain a compatible system.
- 5.2 Contractor shall implement security controls to protect Metro Government Network from risk when its systems or Agents connect to the Metro Government Network. Such controls include, but are not limited to:
- 5.2.1 Installing and maintaining ICSA Labs certified Anti-virus Software on Contractor system and, to the extent possible, use real time protection features. Contractor shall maintain the Anti-virus Software in accordance with the Anti-virus Software Contractor's recommended practices.
  - 5.2.2 Contractor may not access the Metro Government Network with systems that may allow bridging of the Metro Government Network to a non-Metro Government network.
  - 5.2.3 Contractor shall only access the Metro Government Network with systems that have the most current Security Patches installed.

**6 Use of Remote Support Tools on Metro Government Network.**

- 6.1 Contractor shall connect to the Metro Government Network using only Metro Government provided or approved Remote Access Software.
- 6.2 Contractor shall not install or implement any form of permanent Remote Access (e.g., GotoMyPC) on the Metro Government Network or Metro Government systems.

**7 Remote Control Software**

- 7.1 Contractor may not install any form of Remote Control Software on systems that are maintained or administered by Metro Government without Metro Government's consent. Contractor is only allowed to install Remote Control Software on Contractor Managed Systems.
- 7.2 Remote Control Software must secure all network traffic using Strong Encryption.
- 7.3 Contractor shall ensure that Remote Control Software contained within the Product supports the logging of session establishment, termination, and failed login attempts. Each log entry must include the following information about the logged event: date and time of event; type of event; event description; user associated with event; and network identifiers (IP address, MAC Address, etc.) or logical identifiers (System name, port, etc.). For Contractor Maintained Systems, Contractor shall ensure that such systems are configured to do the above.
- 7.4 Remote Control Software shall not provide escalation of user account privileges.
- 7.5 Contractor shall only access the Metro Government Network via Metro Government approved remote access methods. Contractor shall not supply Products, nor make configuration changes that introduce non-approved forms of Remote Access into the Metro Government Network.

**SECTION SOFT****Software / System Capability****1 Supported Product.**

- 1.1 Unless otherwise expressly agreed by Metro Government in writing, Contractor shall provide Metro Government only supported versions of the Product, which will not become "end of life" for at least 24 months. When the Product or Service requires third party components, Contractor must provide a Product that is compatible with currently supported third party components. Unless otherwise expressly agreed by Metro Government, Contractor represents that all third party components in its Product are currently supported, are not considered "end of life" by the third party provider of such components, and will not become "end of life" in less than 24 months from the date of acquisition by Metro Government.
- 1.2 If Open Source Software is incorporated into the Product, Contractor shall only use widely supported and active Open Source Software in the Product, and shall disclose such software to Metro Government prior to its acquisition of the Product.
- 1.3 Information transfers within applications and involving services should be done using web services, APIs, etc. as opposed to flat file information transport.

**2 Software Capabilities Requirements.**

- 2.1 Contractor shall disclose to Metro Government all default accounts included in their Product or provide a means for Metro Government to determine all accounts included in the Product.
- 2.2 Contractor shall not include fixed account passwords in the Product that cannot be changed by Metro Government. Contractor shall allow for any account to be renamed or disabled by Metro Government.
- 2.3 Contractor's Product shall support a configurable Session Timeout for all users or administrative access to the Product.
- 2.4 Contractor shall ensure that the Product shall transmit and store Authentication Credentials using Strong Encryption.
- 2.5 Contractor Products shall mask or hide the password entered during Interactive User Login.
- 2.6 Contractor shall ensure that Products provided can be configured to require a Strong Password for user authentication.
- 2.7 Contractor's Product shall allow user accounts to be disabled after a configurable amount of failed login attempts over a configurable amount of time.
- 2.8 Contractor's Product shall have the capability to require users to change an initial or temporary password on first login.
- 2.9 Contractor's Product shall have the capability to report to Metro Government, on request, all user accounts and their respective access rights within three (3) business days or less of the request.
- 2.10 Contractor's Product shall have the capability to function within Metro Governments Information Technology Environment. Specifications of this environment are available upon request.

- 3 **Backdoor Software.** Contractor shall not provide Products with Backdoor Software, including, without limitation, undocumented or secret access functions (e.g., accounts, authorization levels, over-rides or any backdoor). Contractor shall supply all information needed for the Metro Government to manage all access (local or remote) capabilities within the Product including denying of Remote Access entirely from any party including Contractor. Contractor shall not include any feature within the Product that would allow anyone to circumvent configured authorization remotely.

**SECTION VMGT****Contractor Managed System Requirements****1 Vulnerability and Patch Management.**

- 1.1 For all Contractor Managed Systems that store Metro Government Information, Contractor will promptly address Vulnerabilities through Security Patches. Unless otherwise requested by Metro Government, Security Patches shall be applied within fourteen (14) days from its release for Critical Security Patches, thirty (30) days for Important Security Patches, and twelve (12) months for all other applicable Security Patches. Contractor may provide an effective technical mitigation in place of a Security Patch (if no Security Patch is available or if the Security Patch is incompatible) which doesn't materially impact Metro Government's use of the system nor require additional third party products.
- 1.2 If the application of Security Patches or other technical mitigations could impact the operation of Contractor Managed System, Contractor agrees to install patches only during Metro Government approved scheduled maintenance hours, or another time period agreed by Metro Government.
- 1.3 Contractor Managed Systems on the Metro Government Network or Metro Government Infrastructure, the Metro Government retains the right to delay patching for whatever reason it deems necessary.
- 1.4 Metro Government will monitor compliance and check for Vulnerabilities on all Products on the Metro Government Network or Metro Government Infrastructure. Contractor shall provide Metro Government administrative credentials upon request for the purpose of monitoring compliance of a given Product. Metro Government will not knowingly change configurations of the Contractor Managed Systems without prior approval from Contractor.
- 1.5 Government may monitor compliance of Contractor Managed Systems. Contractor agrees to allow Metro Government to check for Vulnerabilities during agreed upon times using mutually agreed upon audit methods.
- 1.6 Contractor shall use all reasonable methods to mitigate or remedy a known Vulnerability in the Contractor Managed System according to the level of criticality and shall cooperate fully with Metro Government in its effort to mitigate or remedy the same. Upon Metro Government's request, Contractor shall implement any reasonable measure recommended by Metro Government in connection with Contractor's mitigation effort.

**2 System Hardening.**

- 2.1 Contractor Managed Systems, Contractor shall ensure that either: (i) file shares are configured with access rights which prevent unauthorized access or (ii) Contractor shall remove or disable file shares that cannot be configured with access controls set forth in (i) hereof. Access rights to file shares that remain under (i) must use the Principle of Least Privilege for granting access.
- 2.2 In the event that Contractor is providing Products or systems that are to be directly accessible from the Internet, Contractor shall disable or allow disabling by Metro Government of all active or executed software components of the Product or system that are not required for proper functionality of the Product or system.
- 2.3 Contractor shall ensure that Contractor Managed Systems are synchronized with reliable time sources and have the proper time zone set or no time offset (e.g., GMT or UTC). In the case of systems residing on the Metro Government Network, Contractor shall ensure that all such systems are synchronized with an Metro Government corporate timeserver in their respective Regional Information Centers (RDC).
- 2.4 For Contractor Managed Systems, Contractor shall remove or disable any default or guest user accounts. Default accounts that cannot be removed or disabled must have their default password changed to a Strong Password that is unique to the respective site and Metro Government.
- 2.5 For Contractor Managed Systems, Contractor shall ensure that the system is configured to disable user accounts after a certain number of failed login attempts have occurred in a period of time less than thirty (30) minutes of the last login attempt or that system monitoring and notification is configured to alert system administrators to successive failed login attempts for the same user account.

**3 Authentication.**

- 3.1 Contractor shall assign a unique user ID to any Agent or end user who accesses Sensitive Information on Contractor Managed Systems. This unique ID shall be configured so that it enables tracking of each user's activity within the system.
- 3.2 Contractor agrees to require authentication for access to Sensitive Information on Contractor Managed System.
- 3.3 Contractor agrees to configure the system to support Strong Authentication for accessing Sensitive Information from any Open Network (e.g., Internet, open wireless). For avoidance of doubt, Metro Government Network is considered a trusted network.
- 3.4 Contractor shall configure the system to expire passwords at least every one-hundred and eighty (180) days and require a password change on the next successful login. For system that cannot support Strong Passwords, Contractor shall configure the system to expire passwords every ninety (90) days.
- 3.5 Unless otherwise agreed by Metro Government, Contractor shall ensure that Contractor Managed Systems will require Strong Password for user authentication.

**4 Automatic Log off.** Contractor shall configure systems which store Sensitive Information to automatically logoff user sessions at the most after 20 minutes of inactivity.

**5 User Accountability.** Contractor shall report to Metro Government, on request, all user accounts and their respective access rights within the system within five (5) business days or less of the request.

**6 Information Segregation, Information Protection and Authorization.** Contractor shall implement processes and/or controls to prevent the accidental disclosure of Metro Government Sensitive Information to other Contractor Metro Governments, including an Affiliates of Metro Government.

**7 Account Termination.** Contractor shall disable user accounts of Agents or Metro Government end users for the system within five (5) business days of becoming aware of the termination of such individual. In the cases of cause for termination, Contractor will disable such user accounts as soon as administratively possible.

**8 System / Information Access.**

8.1 Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.

8.2 Contractor agrees to use the Principle of Least Privilege when granting access to Contractor Managed Systems or Metro Government Information.

**9 System Maintenance.**

9.1 Contractor shall maintain system(s) that generate, store, transmit or process Metro Government Sensitive Information according to manufacturer recommendations. Contractor shall ensure that only those personnel certified to repair such systems are allowed to provide maintenance services.

9.2 Contractor shall keep records of all preventative and corrective maintenance on systems that generate, store, transmit or process Metro Government Sensitive Information. Such records shall include the specific maintenance performed, date of maintenance, systems that the maintenance was performed on including identifiers (e.g., DNS name, IP address) and results of the maintenance. Upon request by Metro Government, Contractor shall supply such record within thirty (30) days.

## Affidavits

**Compliance with Laws:** After first being duly sworn according to law, the undersigned (Affiant) states that he/she and the contracting organization is presently in compliance with, and will continue to maintain compliance with, all applicable federal, state, and local laws.

**Taxes and Licensure:** Affiant states that Contractor has all applicable licenses, including business licenses. Affiant also states that Contractor is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065

**Nondiscrimination:** Affiant affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L. 4.28.020

**Employment Requirement:** Affiant affirms that Contactor's employment practices are in compliance with applicable United States immigrations laws. M.C.L. 4.40.060.

**Covenant of Nondiscrimination:** Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows:  
To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government;  
- To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts;  
- Not to otherwise engage in discriminatory conduct;  
- To provide a discrimination-free working environment;  
- That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption;  
- That the Covenant of Nondiscrimination shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and  
- That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070

**Contingent Fees:** It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned Affiant states that the Contractor has not retained anyone in violation of the foregoing. M.C.L. 4.48.080

**Iran Divestment Act Affidavit:** By submission of this offer and in response to the solicitation, Contractor(s) and each person signing on behalf of Contractor(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the Contractor(s), nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list created pursuant to the Tennessee Code Annotated § 12-12-106 (Iran Divestment Act). Referenced website:

<https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/library/2022/>

List\_of\_persons\_pursuant\_to\_Tenn.\_Code\_Ann.\_12-12-106\_Iran\_Divestment\_Act\_updated\_with%20NY05.04.22.pdf



**Sexual Harassment:** Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees:

1. Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis;
2. Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or
3. Work on property owned by the metropolitan government.

Such training shall be provided no later than (90) days of the effective date of the contract or (90) days of the employee's start date of employment with affiant if said employment occurs after the effective date of the contract. M.C.L. 2.230.020.


Affiant affirms that Contractor is not currently, and will not for the duration of the awarded Contract, engage in a boycott of Israel for any awarded contract that meets the following criteria:

- Has total potential value of two hundred fifty thousand (\$250,000) or more;
- Affiant has ten (10) or more employees.

Affiant affirms that offeror is and will remain in compliance with the provisions of Chapter 4.12 of the Metro Procurement Code and the contents of its offer as submitted. Affiant further affirms that offeror understands that failure to remain in such compliance shall constitute a material breach of its agreement with the Metropolitan Government.

**And Further Affiant Sayeth Not:**

Organization Name: The University of Tennessee on behalf of its campus at Chattanooga

Organization Officer Signature:  Digitally signed by Joanne G. Romagni  
Date: 2023.11.07 16:14:10 -05'00'

Joanne G. Romagni

Name of Organization Officer: \_\_\_\_\_

Title: Vice Chancellor for Research

## Exhibit D – Scope of Services for Contract 6554416

### Project Information:

- **Name:** STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART)
- **Project Location:** Buchanan St & 9th Ave N to Clarksville Pike & 26th Ave N
- **Length of the Project:** 1.16 Mile
- **University Partner:** University of Tennessee at Chattanooga

### Scope:

1. **Advanced Computer Model Development:** Create a comprehensive computer model that focuses on safety improvements for all modes of transportation, with real-time metrics for pedestrians and vehicles, including the monitoring of near-miss incidents to enable active and passive safety features.
2. **Vision Zero Safety Evaluation:** Evaluate safety measures in alignment with the city's Vision Zero Implementation Plan.
3. **Project and Technical Leadership:** Assume the role of project and technical lead, providing guidance to stakeholders and university partners to achieve project objectives effectively.
4. **Algorithm Development and Data Integration:** Assist with algorithm development, data integration, data infrastructure, data analytics, and recommend safety countermeasures. Coordinate with the project team in Nashville on the technical aspects of sensor deployment and installation.
5. **Real-Time Data Infrastructure:** Design and develop a real-time data infrastructure for efficient data collection along the testbed.
6. **Data Analysis:** Analyze video and Lidar data for near-miss evaluations and traffic counting.
7. **Coordination and Integration:** Senior professors will oversee the coordination and integration of students and residents into device installation and data management.
8. **Leadership and Collaboration:** Provide leadership directions and collaborate effectively with other research partners to ensure project success.
9. **Feedback Integration:** Continuously incorporate feedback and data into the project management plan and generate summarized progress reports.
10. **Final Report Preparation:** Collaborate with other project partners to prepare the project's final report, following all USDOT's report delivery guidelines.
11. **Reporting to NDOT:** Regularly report project progress to NDOT as scheduled.

### Flexibility:

- Be open to considering additional tasks or adjustments to the scope based on requests from NDOT's team.

## **Exhibit D – Scope of Services for Contract 6554416**

### **Compliance with Policies and Guidelines:**

- The university partner will strictly adhere to the City of Nashville and USDOT program and project policies and guidelines throughout the project.

**Summary:** The STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) project, encompasses a comprehensive scope of work aimed at enhancing multimodal transportation safety. It includes advanced computer model development, safety evaluation in alignment with the Vision Zero Plan, project and technical leadership, algorithm development, real-time data infrastructure creation, data analysis, coordination, leadership, and collaboration. The university partner is committed to adhering to all relevant policies and guidelines and is open to accommodating additional tasks upon request from NDOT's team.

# State of Tennessee Certificate of Self-Insurance

**Insured:**  
The State of Tennessee, its departments, agencies, institutions, including institutions of higher education, and any entity deemed by the General Assembly to be a state agency for the purpose of participating in the State of Tennessee self-insurance program.

The institutions of higher education include the University of Tennessee system and the Tennessee Board of Regents system, and subsidiaries, Austin Peay State University, East Tennessee State University, Middle Tennessee State University, Tennessee State University, Tennessee Technological University, and the University of Memphis.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not amend, extend or alter the liability coverage described below and defined in Title 9, Chapter 8 and Title 50, Chapter 6 of the Tennessee Code Annotated.

Persons wishing to file a claim for damages against the State of Tennessee arising from an act or omission of the State or its employees must file a claim with the State Treasury Department, Division of Claims and Risk Management, 15<sup>th</sup> Floor, Andrew Jackson State Office Building, 502 Deaderick Street, Nashville, Tennessee 37243-0202.

## SOURCE OF COVERAGE

**Coverage A**  
The State of Tennessee Department of Treasury  
Division of Claims and Risk Management  
502 Deaderick Street – 15<sup>th</sup> Floor  
Nashville, Tennessee 37243

All coverages are per State Law

**Coverages:** THIS IS TO CERTIFY THAT THE STATE OF TENNESSEE SELF-INSURES ITS EXPOSURE IN GENERAL LIABILITY, AUTOMOBILE LIABILITY, PROFESSIONAL MALPRACTICE, AND WORKERS' COMPENSATION, SUBJECT TO THE STATUTORY LIMITATIONS CONTAINED IN TITLE 9, CHAPTER 8 AND TITLE 50, CHAPTER 6 OF THE TENNESSEE CODE ANNOTATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR DOCUMENT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS CONTROLLED AND LIMITED BY STATE LAW.

| COV | TYPE OF INSURANCE   | POLICY NUMBER | POLICY EFFECTIVE DATE | POLICY EXPIRATION DATE                          | STATUTORY LIMITS   |                              |
|-----|---|---------------|-----------------------|---|--|------------------------------|
| A   | <b>GENERAL LIABILITY</b>  | Self-Insured  | January 1, 1985       | Perpetual unless coverage is changed by statute | PER OCCURRENCE<br><br>PER CLAIMANT<br><br>As required by T.C.A. § 9-8-307                                      | \$1,000,000<br><br>\$300,000 |
| A   | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS | Self-Insured  | January 1, 1985       | Perpetual unless coverage is changed by statute | PER OCCURRENCE<br><br>PER CLAIMANT<br><br>As required by T.C.A. § 9-8-307                                      | \$1,000,000<br><br>\$300,000 |
| A   | <b>PROPERTY</b>   | Self-Insured  | January 1, 1985       | Perpetual unless coverage is changed by statute | PER OCCURRENCE<br><br>PER CLAIMANT<br><br>As required by T.C.A. § 9-8-307                                      | \$1,000,000<br><br>\$300,000 |
| A   | <b>PROFESSIONAL MALPRACTICE</b>   | Self-Insured  | January 1, 1985       | Perpetual unless coverage is changed by statute | PER OCCURRENCE<br><br>PER CLAIMANT<br><br>As required by T.C.A. § 9-8-307                                      | \$1,000,000<br><br>\$300,000 |
| A   | <b>WORKERS' COMPENSATION AND EMPLOYER LIABILITY</b>   | Self-Insured  | January 1, 1985       | Perpetual unless coverage is changed by statute | AS REQUIRED BY THE WORKERS' COMPENSATION LAW CREATED UNDER TITLE 50, CHAPTER 6 OF THE TENNESSEE CODE ANNOTATED |                              |

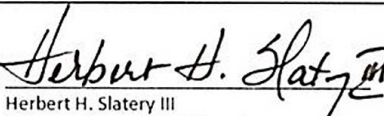
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

## Leveraging Advanced Data to Deliver Multimodal Safety

**CERTIFICATE HOLDER:**

Metropolitan Nashville Department  
730 Reagan Way, Ste 220  
Nashville  
Tennessee  
37210

**CANCELLATION:** THE STATE OF TENNESSEE WILL UPDATE PROOF OF SELF-INSURANCE ON ITS WEBSITE.

By:   
Herbert H. Slatery III  
Attorney General and Reporter

By:   
David H. Lillard, Jr.  
Chairman, Tennessee Board of Claims

STATE OF TENNESSEE



DAVID H. LILLARD, JR.  
STATE TREASURER

TREASURY DEPARTMENT


STATE CAPITOL  
NASHVILLE, TENNESSEE 37243-0225

615.741.2956  
David.Lillard@tn.gov

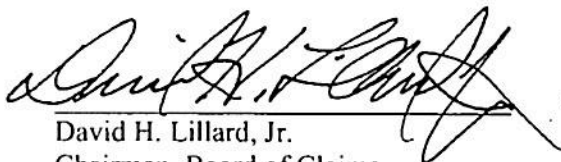
CERTIFICATE OF SELF-INSURANCE

The State of Tennessee self-insures its exposures in general liability, automobile liability, professional malpractice, and workers' compensation. The limits of liability for general liability, professional malpractice, and automobile liability are \$300,000 per person and \$1 million per occurrence. The limits of liability under workers' compensation are those set forth in T.C.A. § 50-6-101 et seq. Copies of the statutes that authorize actions against the State of Tennessee, establish the State's limit of liability, and authorize self-insurance through the Risk Management Fund, are set forth in T.C.A § 9-8-101 et seq.

The State's self-insurance program insures all liability created under Title 9, Chapter 8 of the Tennessee Code Annotated, for all State departments, agencies and institutions, including State institutions of higher education, and any entity deemed by the General Assembly to be a State agency for the purpose of participating in the State's self-insurance program. This program is effective for any acts or omissions of the State or its employees that occur on or after January 1, 1985. Persons wishing to file a claim for damages against the State of Tennessee arising from an act or omission of the State or its employees should file a claim with the State Treasury Department, Division of Risk Management and Claims Administration, 15<sup>th</sup> Floor, Andrew Jackson State Office Building, 502 Deaderick Street, Nashville, Tennessee 37243-0202.

  
Herbert H. Slatery III  
Attorney General and Reporter

October 24, 2014  
Date

  
David H. Lillard, Jr.  
Chairman, Board of Claims

October 13, 2014  
Date

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
DEPARTMENT OF FINANCE – PROCUREMENT  
SOLE SOURCE JUSTIFICATION FORM



SS #: SS2024030

Date Received: Aug. 17, 2023

Send an email to [PRG@nashville.gov](mailto:PRG@nashville.gov) and attach completed sole source form and supporting documentation.

**Proposed supplier MUST be Registered in iProcurement**

Date: 8/17/2023 Requesting Department/Agency/Commission: Nashville Department of Transportation

Requesting Official: Kristin Kumrow Telephone #: 615-862-8707 This is for a multi-year contract.

Product/Service Description: Architecture and engineering fees related to the Strengthening Mobility and Revolutionizing Transportation (SMART) Grant

Total Purchase (Enter the value for the entire contract life) Price: \$350,000

BU Number: Request for new BU submitted to DOA Fund #: 40442 Object Account: \_\_\_\_\_ Any Other Accounting Info: \_\_\_\_\_

Proposed Supplier: University of Tennessee - Chattanooga Proposed Supplier Contact: Mina Sartipi, PhD

Supplier Address: 615 McCallie Ave City: Chattanooga ST: TN Zip: 37403

Supplier Telephone #: Supplier phone # Supplier Email: mina-sartipi@utc.edu

**Metro Code: 4.12.060 Sole Source Procurement.**

A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)

**R4.12.060.02 Conditions for Use of Sole Source Procurement.**

Other, see explanation below

If Other, Explain Request: Services provided in partnership with NDOT, TDOT and two other universities specifically for the Strengthening Mobility and Revolutionizing Transportation (SMART) Grant as approved by Council.

Signatures will be gotten by Procurement in DocuSign

*KCK*

Department Requester's Initials: \_\_\_\_\_

Requesting Department Director's Signature of Approval: Diana Walleran

Date: 8/18/2023 | 6:52 AM PDT

SS2024030

SS #: \_\_\_\_\_

Aug. 17, 2023

Date Received: \_\_\_\_\_

**To be completed by the Procurement Division**

**Vetting & Research Needed; Date Requested by Purchasing Agent** \_\_\_\_\_

**Sole Source is Approved for:** \_\_\_\_\_  
contract

**Sole Source is Denied (See determination summary for denial reason)**

**PURCHASING AGENT:** Michelle R. Hernandez Lane **Date:** 9/15/2023 | 3:52 PM



# ORIGINAL

*METROPOLITAN COUNTY COUNCIL*

Resolution No. RS2023-2382

A resolution approving an intergovernmental agreement between the United States Department of Transportation (USDOT) and the Metropolitan Government of Nashville and Davidson County, acting by and through the Nashville Department of Transportation and Multimodal Infrastructure (NDOT), for the acceptance of a Strengthening Mobility and Revolutionizing Transportation (SMART) Grant from USDOT to NDOT, to install LiDAR and video camera technologies at key intersections and mid-block segments for "near-miss" data collection. (Federal No. SMARTFY22N1P1G50, Prop. No. 2023M-036AG-001)

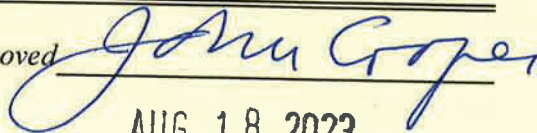
2023 AUG 8 PM 12:08  
FILED METROPOLITAN CLERK

*Introduced* AUG 18 2023

*Amended* \_\_\_\_\_

*Adopted* AUG 18 2023

*Approved*



*By*

AUG 18 2023

*Metropolitan Mayor*



Resolution No. RS2023- 2382

A resolution approving an intergovernmental agreement between the United States Department of Transportation (USDOT) and the Metropolitan Government of Nashville and Davidson County, acting by and through the Nashville Department of Transportation and Multimodal Infrastructure (NDOT), for the acceptance of a Strengthening Mobility and Revolutionizing Transportation (SMART) Grant from USDOT to NDOT, to install LiDAR and video camera technologies at key intersections and mid-block segments for "near-miss" data collection. (Federal No. SMARTFY22N1P1G50, Prop. No. 2023M-036AG-001)

WHEREAS, Resolution RS2023-1937 approved NDOT's application for a SMART Grant from USDOT for an award amount of \$2,000,000, with no cash match required, to use video and other sensor data to identify safety issues outside of traditional crash reports, implement targeted safety measures, and evaluate these measures in downtown Nashville's complex multimodal environment; and,

WHEREAS, USDOT Agreement SMARTFY22N1P1G50 (attached hereto) provides the grant award amount to NDOT, not to exceed \$2,000,000, to install LiDAR and video camera technologies at key intersections and mid-block segments for "near-miss" data collection; and,

WHEREAS, Tennessee Code Annotated Section 12-9-104(a)(2)(b) authorizes the Metropolitan Government of Nashville and Davidson County to enter into intergovernmental agreements with the Federal Government; and,

WHEREAS, it is in the interest of the Metropolitan Government of Nashville and Davidson County that this intergovernmental agreement be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the intergovernmental agreement between the United States Department of Transportation (USDOT) and the Metropolitan Government of Nashville and Davidson County, by and through the Nashville Department of Transportation and Multimodal Infrastructure (NDOT), for the acceptance of the Strengthening Mobility and Revolutionizing Transportation (SMART) Grant from USDOT to NDOT, in an amount not to exceed \$2,000,000, to install LiDAR and video camera technologies at key intersections and mid-block segments for "near-miss" data collection, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That the amount of the SMART Grant be appropriated to NDOT, based on the revenues estimated to be received and any match to be applied.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

**RECOMMENDED BY:**

DocuSigned by:  
*Diana W. Alarcon*  
CCA6046554B9461...

\_\_\_\_\_  
Diana W. Alarcon, Director  
Nashville Department of Transportation  
and Multimodal Infrastructure

**INTRODUCED BY:**

\_\_\_\_\_  
*Eric Evans*

\_\_\_\_\_  
*A. A. Roberts*

\_\_\_\_\_  
*Ross Palley*

\_\_\_\_\_  
Member(s) of Council

\_\_\_\_\_  
*K. A. ...*

**APPROVED AS TO AVAILABILITY OF FUNDS**

DocuSigned by:  
*Kelly Flannery*  
CE513D4D905E4EB...

\_\_\_\_\_  
Kelly Flannery, Director  
Department of Finance

**APPROVED AS TO FORM AND LEGALITY:**

DocuSigned by:  
*Erica Haber*  
D4F54A5815BB454...

\_\_\_\_\_  
Assistant Metropolitan Attorney



**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

**JOHN COOPER  
MAYOR**

**NASHVILLE DEPARTMENT OF TRANSPORTATION  
AND MULTIMODAL INFRASTRUCTURE**

July 26, 2023

Metropolitan Council  
Historic Metro Courthouse  
1 Public Square  
Suite 204, Metro Council Office  
Nashville, TN 37201

Vice Mayor Shulman and Council Members:

The Nashville Department of Transportation and Multimodal Infrastructure (NDOT) is filing a resolution on the award acceptance of United States Department of Transportation (USDOT) Strengthening Mobility and Revolutionizing Transportation (SMART) grant. The grant with an award of \$2,000,000 with no cash match will be used to implement our Leveraging Advanced Data to Deliver Multimodal Safety (LADDMS) project.

LADDMS will advance NDOT's Vision Zero Action Plan by improving data quality, prioritizing equity, and increasing collaboration and transparency by partnering with local Tennessee universities to provide visionary analysis for safety improvements in North Nashville. This project will benefit the North Nashville area by improving safety to all transportation network users with an emphasis on pedestrians and bicyclists who have been traditionally underrepresented in safety studies. Through the installation of LIDAR and video camera technologies at key intersections and mid-block segments, we plan to collect and evaluate "near-miss" data that would not be identified using traditional evaluation methods, enabling us to further protect our transportation network's most vulnerable users. NDOT is joined by the University of Tennessee at Chattanooga, Vanderbilt University, and Tennessee State University in this initiative.

The reason for this late file is to ensure that NDOT complies with USDOT's project start date of August 15, 2023. As NDOT normally avoids late filing legislation, in this instance, we find it necessary as we approach the end of the Council term. The award was extended to Metro through NDOT on July 26, 2023. It is in the interest of the Metropolitan Government of Nashville and Davidson County that this intergovernmental agreement be brought before Council during the August 1<sup>st</sup> Council meeting to ensure compliance with USDOT's grant start date.

Sincerely,

DocuSigned by:

A handwritten signature in cursive script that reads "Diana W. Alarcon".

CCA6046554B9461

**Diana W. Alarcon, Director**

Nashville Department of  
Transportation and Multimodal Infrastructure (NDOT)

**U.S. DEPARTMENT OF TRANSPORTATION**  
**GENERAL TERMS AND CONDITIONS UNDER THE**  
**FISCAL YEAR 2022 STRENGTHENING MOBILITY AND REVOLUTIONIZING**  
**TRANSPORTATION (SMART) GRANT PROGRAM:**

Revision date: June 20, 2023

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## GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”) established the Strengthening Mobility and Revolutionizing Transportation (SMART) Discretionary Grant Program (BIL Section 25005) and appropriated additional funds to the United States Department of Transportation (the “USDOT”) under Division J, Title VIII of BIL to implement the program. The funding will be implemented, as appropriate and consistent with law, in alignment with the priorities in Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64355). The funds are available to conduct demonstration projects focused on advanced smart city or community technologies and systems in a variety of communities to improve transportation efficiency and safety. The program funds projects that are focused on using technology interventions to solve real-world challenges and build data and technology capacity and expertise in the public sector.

The USDOT published a Notice of Funding Opportunity (the “NOFO”) to solicit applications for Federal financial assistance in Fiscal Year 2022 for the Strengthening Mobility and Revolutionizing Transportation (SMART) (87 FR 58187).

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2022 SMART Grants Program. Articles 1–6 are in the project-specific portion of the agreement. The term “Recipient” is defined in the project-specific portion of the agreement. Attachments A through D are project-specific attachments.

## **ARTICLE 7 PURPOSE**

7.1 **Purpose.** The purpose of this award is to is to conduct demonstration projects focused on advanced smart city or community technologies and systems in a variety of communities to improve transportation efficiency and safety. The program funds projects that are focused on using technology interventions to solve real-world challenges and build data and technology capacity and expertise in the public sector. The parties will accomplish that purpose by achieving the following objectives:

- (a) timely completing the Project; and
- (b) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

## **ARTICLE 8 USDOT ROLE**

### **8.1 Division of USDOT Responsibilities.**

The Office of the Secretary of Transportation is ultimately responsible for the USDOT's administration of the SMART Grant Program.

#### **USDOT Program Contacts.**

U.S. Department of Transportation  
Office of the Assistant Secretary for Research and Technology  
1200 New Jersey Avenue, SE  
Washington, DC 20590  
SMART@dot.gov

## **ARTICLE 9 RECIPIENT ROLE**

- 9.1 **Statements on the Project.** The Recipient states that:
- (a) all material statements of fact in the Grant Application were accurate when that application was submitted; and
  - (b) Attachment B documents all material changes in the information contained in that application.
- 9.2 **Statements on Authority and Capacity.** The Recipient states that:
- (a) it has the authority to receive Federal financial assistance under this agreement;
  - (b) it has the legal authority to complete the Project;
  - (c) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
  - (d) not less than the difference between the “Total Eligible Project Cost” and the “SMART Grant Amount” listed in section 3.3 are committed to fund the Project;
  - (e) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 24.7 on behalf of the Recipient.
- 9.3 **USDOT Reliance.** The Recipient acknowledges that:
- (a) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;
  - (b) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
  - (c) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and
  - (d) the USDOT’s selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.
- 9.4 **Project Delivery.**
- (a) The Recipient shall complete the Project under the terms of this agreement.

- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.
- (c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.
- (d) The Recipient shall provide access to records as provided at 2 CFR 200.337.

**9.5 Rights and Powers Affecting the Project.**

- (a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.
- (b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.
- (c) The Recipient shall ensure that the funds provided by DOT are not misappropriated or misdirected to any other account, need, project, line-item, or the like.

**9.6 Notification of Changes to Key Personnel.** The Recipient shall notify all USDOT representatives who are identified in Section 4.4 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.3.

**ARTICLE 10**  
**AWARD AMOUNT, OBLIGATION, AND TIME PERIODS**

10.1 **Federal Award Amount** The USDOT hereby awards a SMART Grant to the Recipient in the amount listed in Section 2.2 as the SMART Grant Amount.

10.2 **Federal Obligations.**

This agreement obligates for the period of performance listed in section 2.3 of the grant agreement.

10.3 **Budget Period**

The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 2 years from the date of grant execution. In this agreement, "budget period" is used as defined at 2 C.F.R. 200.1.

10.4 **Period of Performance.**

(a) The period of performance for this award begins on the effective date of award listed in page 1 item 2 and ends on the period of performance end date that is listed in Section 2.3.

(b) In this agreement, "period of performance" is used as defined at 2 C.F.R. 200.1.

**ARTICLE 11  
STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES**

- 11.1 **Notification Requirement.** The Recipient shall notify all USDOT representatives who are identified in section 4.4 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.
- 11.2 **Statement of Work Changes.** If the Project's activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.
- 11.3 **Schedule Changes.** If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant dates:
- (a) a substantial completion date for the Project or a component of the Project is listed in section 3.2 and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or
  - (b) a schedule change would require the period of performance to continue after the period of performance end date listed in section 2.3.

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

- 11.4 **Budget Changes.**
- (a) The Recipient acknowledges that if the cost of completing the Project increases:
    - (1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and
    - (2) the USDOT will not increase the amount of this award to address any funding shortfall.
  - (b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project's budget to the amounts listed in section 3.3:
    - (1) the "Non-Federal Funds" amount decreases; or
    - (2) the "Total Eligible Project Cost" amount decreases.

- (c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.
- (d) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs.
- (e) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3 and either the Recipient does not make a proposal under section 11.4(d) or the USDOT does not accept the Recipient’s proposal under section 11.4(d), then:
  - (1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs; and
  - (2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, “**Federal Share**” means the sum of the “SMART Action Plan or Implementation Grant Amount” and the “Other Federal Funds” amounts that are listed in section 3.3.

- (a) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).
- (b) The Recipient shall ensure compliance with Federal regulations requiring conduct of a Federally approved audit of any expenditure of funds of \$750,000 or more in a year in Federal awards.

**11.5 USDOT Acceptance of Changes.** The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SMART grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.



**ARTICLE 12  
GENERAL REPORTING TERMS**

12.1 **Report Submission.** The Recipient shall send all reports required by this agreement to smartreports@dot.gov.

12.2 **Paperwork Reduction Act Notice.**

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "OMB"). Collections of information conducted under this agreement are approved under OMB Control No. 2105-0520.

**ARTICLE 13  
PROGRESS AND FINANCIAL REPORTING**

- 13.1 **Quarterly Program Performance Reports.** The recipient shall submit to USDOT Quarterly Project Progress Reports in the format and with the content described in Exhibit-C. Due dates for reporting periods are 3/31, 6/30, 9/30, or 12/31, regardless of budget period start dates. Recipients shall submit quarterly reports no later than 30 days after the end of the reporting period. Annual reports are due no later than 90 days after the end of the reporting period.
- 13.2 **Quarterly Financial Status.** Recipient shall submit a Federal Financial Report using SF-425 in accordance with specified due dates.

## **ARTICLE 14 PERFORMANCE REPORTING**

### **14.1 Evaluation and Data Management Plan**

The Recipient shall submit to the USDOT, not later than 90 days after receiving the grant award, a report that provides an overview of how the project will be evaluated and how the data collected will be managed and stored including

- (a) an overview of how the proof-of-concept or prototype will be evaluated and how the data collected will be managed and stored;
- (b) a description of the anticipated impact areas (i.e. goals) of the project if implemented at scale and the methods that will be used to estimate the anticipated benefits and costs associated with implementation;
- (c) robust performance metrics and measurable targets based on the project goals to inform whether the proof-of-concept or prototype meets expectations and whether full implementation would meet program goals; and
- (d) the baseline data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.

### **14.2 Implementation Report**

The Recipient shall submit to the USDOT, not later than 1 year after receiving the grant award, a report that describes, consistent with section 25005(f) of BIL:

- (a) the deployment and operational costs of the project, as compared to the benefits and savings from the project;
- (b) the means by which the project has met the original expectation, as projected in the SMART grant application, including data describing the means by which the project met the specific goals for the project;
- (c) lessons learned and recommendations for future deployment strategies to optimize transportation efficiency and multimodal system performance; and
- (d) a description of the requirements for a successful at-scale deployment, an assessment of the feasibility of at-scale implementation, and an analysis of the success, challenges, and validity of the initial approach.

(e) the performance measurement data for each performance measure that is identified in the Performance Measure Table in Attachment A.

**14.3 Performance Reporting Survival.**

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

**14.4 Program Evaluation.**

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor or USDOT staff; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

## **ARTICLE 15 NONCOMPLIANCE AND REMEDIES**

### **15.1 Noncompliance Determinations.**

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:
  - (1) accept the remedy;
  - (2) acknowledge the noncompliance, but propose an alternative remedy; or
  - (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

- (c) The USDOT may make a final determination of noncompliance only:
  - (1) after considering the Recipient's response under section 15.1(b); or
  - (2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the bases for that determination.

### **15.2 Remedies.**

- (a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:
  - (1) additional conditions on the award;
  - (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs,

requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or

(3) any other remedy legally available.

- (b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.
- (c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.
- (e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

### 15.3 **Other Oversight Entities.**

Nothing in this article 15 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

## ARTICLE 16 AGREEMENT TERMINATION

### 16.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:
  - (1) the Recipient fails to obtain or provide any non-SMART Grant contribution (all eligible project costs other than the SMART Grant Amount, as described in section 3.2 table (a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;
  - (2) a construction start date for the Project or Strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
  - (3) a substantial completion date for the Project or Strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
  - (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,
  - (5) the USDOT determines that termination of this agreement is in the public interest.
  - (6) the Recipient fails to expend the funds within 2 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 16.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.
- (d) The Recipient may request that the USDOT terminate the agreement under this section 16.1.

### 16.2 Closeout Termination.

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, "**Project Closeout**" means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project

Closeout should occur no later than one year after the end of the period of performance.

- 16.3 Post-Termination Adjustments.** The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT’s authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.
- 16.4 Non-Terminating Events.**
- (a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient’s obligations under this agreement.
  - (b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient’s obligations under this agreement.
- 16.5 Other Remedies.** The termination authority under this article 16 supplements and does not limit the USDOT’s remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.



**ARTICLE 17**  
**MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS**

**17.1 Recipient Monitoring and Record Retention.**

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
  - (1) that those activities comply with this agreement; and
  - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(d).
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

**17.2 Financial Records and Audits.**

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.301–200.303, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the fiscal year 2022 SMART. A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
  - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including “FY 2022” in the program name; and
  - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2022” in column c (“Additional Award Identification”).

**17.3 Internal Controls.** The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

17.4 **USDOT Record Access.** The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

## ARTICLE 18 CONTRACTING AND SUBAWARDS

For domestic sourcing compliance purposes and to ensure proper procurement, recipients shall coordinate with the SMART Program office to identify if their project is considered an Infrastructure project. If USDOT determines that a project is a "project for infrastructure," the recipient will comply with Build America Buy America requirements. If USDOT determines that a project is not a "project for infrastructure," the recipient will comply with Buy American Act requirements. The Recipient may participate in planning activities before project identification, as long as it does not include the purchasing of physical materials or a commitment to do so.

### 18.1 Build America, Buy America.

This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1294 (2021) and Office of Management and Budget (OMB) Memorandum M-22-11, "Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure."

For BABA compliance purposes and to ensure proper procurement, recipients shall coordinate with the SMART Program office to identify if their project is considered an Infrastructure project. If USDOT determines that a project is a "project for infrastructure," the recipient will comply with Build America Buy America requirements. If USDOT determines that a project is not a "project for infrastructure," the recipient will comply with Buy American Act requirements. The Recipient may participate in planning activities before project identification, as long as it does not include the purchasing of physical materials or a commitment to do so.

*Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.*

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

- (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
  
- (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and

- (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

*Inapplicability.*

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

*Waivers.*

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

- (a) applying the domestic content procurement preference would be inconsistent with the public interest;
- (b) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (c) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.transportation.gov/office-policy/transportation-policy/made-in-america>.

### *Definitions*

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Primarily iron or steel” means that the cost of the iron and steel content in the article, material, or supply exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

- (a) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1294 (2021), as implemented by OMB, USDOT, and FHWA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
- (b) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

### **18.2 Buy American Act**

The Recipient shall apply, comply with, and implement all provisions of the Buy American Act, 41 U.S.C. §§ 8301-8305.

For the purpose of Article 18 of this agreement, the Project is deemed a public work of the Federal Government under 41 U.S.C. § 8301.

Article 18 implements 41 U.S.C. §§ 8301-8305, the Buy American Act, by providing a preference for domestic construction material.

The Recipient shall not use foreign construction materials in performing this agreement, except that:

- (a) the Recipient may use a commercially available off-the-shelf item under 41 U.S.C. § 1907 regardless of its components if the item is manufactured in the United States;
- (b) the Recipient may use information technology that is a commercial item;
- (c) the Recipient may use foreign construction materials that are listed at 48 C.F.R. 25.104; and
- (d) the Recipient may use foreign construction materials if the USDOT has authorized their use under subsection (d) of Article 18.

If the Recipient uses foreign construction material in violation of Article 18, the USDOT may disallow and deny reimbursement of costs incurred by the Recipient and take other remedial actions under article 15 and 2 C.F.R. 200.339.

The USDOT may authorize the Recipient to use foreign construction material, by modifying this agreement under section 21.1, if the USDOT determines that:

- (a) applying the Buy American statute to the construction material would be impracticable or inconsistent with the public interest;
- (b) the construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or
- (c) the cost of domestic construction material is unreasonable. To determine if a cost is unreasonable, the USDOT will follow processes described in 48 C.F.R. 25.106.

The Recipient may request that the USDOT authorize the Recipient to use foreign construction material under subsection (d) of Article 18. If the Recipient makes a request under this subsection (e), the Recipient shall provide adequate information for the USDOT to evaluate the request, including:

- (a) a description of the foreign and domestic construction materials;
- (b) unit of measure;
- (c) quantity;

- (d) price, including all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued);
- (e) time of delivery or availability;
- (f) location of the construction project;
- (g) name and address of the proposed supplier;
- (h) a detailed justification of the reason for use of foreign construction materials identifying the specific basis for an exception under subsection (d) of this term;
- (i) if the Recipient requests authorization under subsection (d)(3) of Article 18, a reasonable survey of the market and a full price comparison measuring the relative costs of the available domestic and foreign construction materials; and
- (j) if the Recipient submits the request after contract award, an explanation why the Recipient could not have, before contract award:
  - (1) reasonably foreseen the need for the determination and
  - (2) requested the determination.

The Recipient acknowledges that:

- (a) this agreement is not a Government procurement contract;
- (b) acquisitions of supplies, services, or construction materials by the Recipient under this agreement are not acquisitions by the Government; and
- (c) the Free Trade Agreement exceptions to the Buy American Act as provided by 48 C.F.R. Part 25, Subpart 25.4 are inapplicable to this agreement.

In Article 18, the following definitions apply: “commercially available off-the-shelf (COTS) item”

- (a) means any item of supply (including construction material) that is:
  - (1) a commercial item as defined by 48 C.F.R. § 2.101;
  - (2) sold in substantial quantities in the commercial marketplace; and
  - (3) offered to the Government, under an agreement, without modification, in the same form in which it is sold in the commercial marketplace; and
- (b) does not include bulk cargo, as defined in 46 U.S.C. § 40102(4), such as agricultural products and petroleum products. “construction material” means an article, material, or supply brought to the construction site by the Recipient for incorporation into the building or work. The term also includes an item brought to



the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site.

“cost of components” means—

- (a) For components purchased by the Recipient, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (b) For components manufactured by the Recipient, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“domestic construction material” means—

- (a) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both—
  - (1) An unmanufactured construction material mined or produced in the United States; or
  - (2) A construction material manufactured in the United States, if:
    - (i) the cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered in calendar year 2029 or later. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
    - (ii) the construction material is a COTS item manufactured in the United States; or
- (b) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all the components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of



all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of “cost of components” in this term.

“foreign construction material” means a construction material other than a domestic construction material.

“predominantly of iron or steel or a combination of both” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

“United States” means the 50 States, the District of Columbia, and outlying areas.

- 18.3 **Small and Disadvantaged Business Requirements.** The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 (“Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms”).
- 18.4 **Engineering and Design Services.** The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under 2 CFR 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.
- 18.5 **Foreign Market Restrictions.** The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 18.6 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.
- 18.7 **Recipient Responsibilities for Subawards.** If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

**ARTICLE 19**  
**COSTS, PAYMENTS, AND UNEXPENDED FUNDS**

- 19.1 **Limitation of Federal Award Amount.** Under this award, the USDOT shall not provide funding greater than the amount obligated on the SMART Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.
- 19.2 **Projects Costs.** This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.
- 19.3 **Timing of Project Costs.**
- (a) The Recipient shall not charge to this award costs that are incurred after the period of performance.
  - (b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement,
- 19.4 **Recipient Recovery of Federal Funds.** The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.
- 19.5 **Unexpended Federal Funds.** Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.
- 19.6 **Timing of Payments to the Recipient.**
- (a) When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.
  - (b) Pursuant to 2 CFR 200.305, advance payments to Recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the Recipient in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Recipient for direct program or project costs and the proportionate share of any allowable indirect costs. The Recipient must make timely payment to contractors in accordance with the contract provisions.
- 19.7 **Payment Method.**

- (a) If the USDOT Payment System identified in section 5.2 is “DELPHI eInvoicing,” then the Recipient shall use the DELPHI eInvoicing System to request reimbursement or advance payment under this award unless the USDOT agreement officer provides written approval for the Recipient to use a different request and payment method.
- (b) The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

**19.8 Information Supporting Expenditures.**

- (a) If the USDOT Payment System identified in section 5.2 is “DELPHI eInvoicing,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF 270 (Request for Advance or Reimbursement), shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.
- (b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

**19.9 Reimbursement Frequency.** If the USDOT Payment System identified in section 5.2 is “DELPHI eInvoicing,” then the Recipient shall not request reimbursement more frequently than monthly.

**ARTICLE 20**  
**LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY**

**20.1 Liquidation of Recipient Obligations.**

- (a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) 2 years after the date on which the grant is provided.
- (b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

## ARTICLE 21 AGREEMENT MODIFICATIONS

- 21.1 **Bilateral Modifications.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.
- 21.2 **Unilateral Contact Modifications.**
- (a) The USDOT may update the contacts who are listed in sections 4.4 by written notice to all of the Recipient contacts who are listed in section 4.3.
- 21.3 **USDOT Unilateral Modifications.**
- (a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.
  - (b) To unilaterally modify this agreement under this section 21.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.
- 21.4 **Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under sections 21.1, 21.2, or 21.3. If an amendment, modification, or supplement is not permitted under section 21.1, not permitted under section 21.2, and not permitted under section 21.3, it is void.

**ARTICLE 22**  
**CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE**

- 22.1 **Climate Change and Environmental Justice.** Consistent with Executive Order 14008, “Tackling the Climate Crisis at Home and Abroad” (Jan. 27, 2021), Attachment C documents the consideration of climate change and environmental justice impacts of the Project.

**ARTICLE 23  
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

- 23.1 Racial Equity and Barriers to Opportunity.** Consistent with Executive Order 13985, “Advancing Racial Equity and Support for Underserved Communities Through the Federal Government” (Jan. 20, 2021), Attachment D documents activities related to the Project to improve racial equity and reduce barriers to opportunity.

**ARTICLE 24**  
**FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL**  
**POLICY REQUIREMENTS**

- 24.1 **Uniform Administrative Requirements for Federal Awards.** The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.
- 24.2 **Federal Law and Public Policy Requirements.**
- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
  - (b) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.
- 24.3 **Federal Freedom of Information Act.**
- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
  - (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.
- 24.4 **History of Performance.** Under 2 C.F.R 200.206, any Federal awarding agency may consider the Recipient's performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.
- 24.5 **Whistleblower Protection.**
- (a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.
  - (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.
- 24.6 **External Award Terms and Obligations.**
- (a) In addition to this document and the contents described in article 29, this agreement includes the following additional terms as integral parts:



- (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
- (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
- (3) 2 C.F.R 175.15(b): Trafficking in Persons; and
- (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

- (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
- (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
- (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
- (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

**24.7 Incorporated Certifications.** The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (a) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

**ARTICLE 25  
ASSIGNMENT**

- 25.1 Assignment Prohibited.** The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

**ARTICLE 26**  
**WAIVER**

**26.1 Waivers.**

- (a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.
- (b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.
- (c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

**ARTICLE 27**  
**ADDITIONAL TERMS AND CONDITIONS**

- 27.1 **Disclaimer of Federal Liability.** The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.
- 27.2 **Environmental Review**
- (a) In this section, “Environmental Review Entity” means:
    - (1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and
    - (2) for all other cases, an operating agency within the Department of Transportation will be identified to conduct NEPA evaluations.
  - (b) Except as authorized under section 27.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:
    - (1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and
    - (2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.
  - (c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).
  - (d) The Recipient acknowledges that:
    - (1) the Environmental Review Entity’s actions under section 27.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and
    - (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
  - (e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.

- (f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:
  - (1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or
  - (2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).
- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.
- (h) The Recipient may not expend any of the funds provided in this Agreement or incur expenses under this Agreement on final design, construction, or other activities that represent an irretrievable commitment of resources unless and until it complies with the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations, and DOT has provided the Recipient with a written notice that the environmental review process is complete. At that time, DOT may authorize the distribution and expenditure of funds. The Recipient may not obligate or expend any funds (federal, state or private) for final design, construction, or other activities that represent an irretrievable commitment of resources for the Project, or commence any part of final design, construction, or other activities that represent an irretrievable commitment of resources for the Project or any component of the Project, without receiving such written confirmation from DOT. The Recipient may participate in planning activities, as long as it doesn’t constitute an irretrievable commitment to a specific course of action. Depending on the outcome of the environmental review process, DOT may rescind this Agreement or may pursue any other permissible remedy under 2 C.F.R. § 200.338-200.342.

### **27.3 Railroad Coordination.**

- (a) If the agreement includes one or more milestones identified as a “Railroad Coordination Agreement,” then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad’s right-of-way.

### **27.4 Relocation and Real Property Acquisition.**

- (a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.

- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons, within a reasonable period of time prior to displacement, comparable replacement dwellings in accordance with 49 C.F.R. part 24 subpart E.

**27.5 Equipment Disposition.**

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.
- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section 27.6 for all tiers of subawards under this award.

**ARTICLE 28**  
**MANDATORY AWARD INFORMATION**

**28.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:**

- (a) the “Federal Award Date” is the date of this agreement, as defined under section 30.2;
- (b) the “Assistance Listings Number” is 20.941 and the “Assistance Listings Title” is “Strengthening Mobility and Revolutionizing Transportation (SMART) Grants Program”; and
- (c) this award is not for research and development.

**ARTICLE 29  
CONSTRUCTION AND DEFINITIONS**

29.1 **Attachments.** This agreement includes the following attachments as integral parts:

- Attachment A Performance Measurement Information
- Attachment B Changes from Application
- Attachment C Climate Change and Environmental Justice Impacts
- Attachment D Racial Equity and Barriers to Opportunity
- Attachment E Labor and Workforce
- Attachment F Critical Infrastructure Security and Resilience

29.2 **Exhibits.** The following exhibits, which are in the document titled “Exhibits to Grant Agreements Under the Fiscal Year 2022 SMART Grant Program”, available at <https://www.transportation.gov/grants/SMART>, are part of this agreement

- Exhibit A Applicable Federal Laws and Regulations
- Exhibit B Additional Standard Terms
- Exhibit C Quarterly Reports and Recertifications: Format and Content
- Exhibit D Certification for Contracts, Grants, Loans, And Cooperative Agreements
- Exhibit E FAA Regulations
- Exhibit F Communications Technology
- Exhibit G Equipping or Retrofitting Motor Vehicles
- Exhibit H Eligible Cost
- Exhibit I Data Collection Requirements

29.3 **Construction.**

- (a) If a provision in the exhibits or the attachments conflicts with a provision in articles 1–30, then the provision in articles 1–30 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

29.4 **Integration.**

- (a) This agreement constitutes the entire agreement of the parties relating to the SMART grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SMART grant program and awards under that program.

29.5 **Definitions.** In this agreement, the following definitions apply:

“**Program Statute**” means the BIL Section 25005 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; and statutory text under the heading “Strengthening mobility and revolutionizing transportation grant program” in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November



15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

**“Project”** means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement, including article 3 and Attachments A–E.

**“SMART Grant”** means an award of funds that were made available under the NOFO.

**“Grant Application”** means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

**ARTICLE 30**  
**AGREEMENT EXECUTION AND EFFECTIVE DATE**

- 30.1 **Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.
- 30.2 **Effective Date.** The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SMART Grant when the USDOT's authorized representative signs it.
- 30.3 **Termination.** Should this Grant Agreement be terminated prior to the end date of the Period of Performance, DOT reserves the right to require that the Recipient return to DOT any of the funds reimbursed for expenses subsequently deemed ineligible.



**U.S. DEPARTMENT OF TRANSPORTATION**  
**EXHIBITS TO USDOT/OST GRANT AGREEMENTS UNDER THE**  
**FISCAL YEAR 2022 SMART GRANT PROGRAM**

## EXHIBIT A

### APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for a SMART Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

#### General Federal Legislation

- a. Federal Fair Labor Standards Act - 29 U.S.C. §§ 201, et seq.
- b. Hatch Act - 5 U.S.C. §§ 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. §§ 4601, et seq.
- d. National Historic Preservation Act of 1966 - 54 U.S.C. § 306108
- e. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. §§ 312501, et seq.
- f. Native American Graves Protection and Repatriation Act - 25 U.S.C. §§ 3001, et seq.
- g. Clean Air Act - 42 U.S.C. §§ 7401, et seq.
- h. Clean Water Act - 33 U.S.C. §§ 1251, et seq.
- i. Endangered Species Act - 16 U.S.C. §§ 1531 et seq.
- j. Coastal Zone Management Act - 16 U.S.C. §§ 1451 et seq.
- k. Flood Disaster Protection Act of 1973 - 42 U.S.C. §§ 4001 et seq.
- l. Age Discrimination Act of 1975, as amended - 42 U.S.C. §§ 6101, et seq.
- m. American Indian Religious Freedom Act, 42 U.S.C. 1996
- n. Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101, et seq.
- o. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended - 42 U.S.C. §§ 4541, et seq.
- p. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
- q. Architectural Barriers Act of 1968 - 42 U.S.C. §§ 4151, et seq.
- r. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 - 42 U.S.C. § 8373
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. §§ 3701, et seq.
- t. Copeland Anti-kickback Act, as amended - 18 U.S.C. § 874 and 40 U.S.C. § 3145
- u. National Environmental Policy Act of 1969 - 42 U.S.C. §§ 4321, et seq.
- v. Wild and Scenic Rivers Act - 16 U.S.C. §§ 1271, et seq.
- w. Federal Water Pollution Control Act, as amended - 33 U.S.C. 1251-1376
- x. Single Audit Act of 1984 - 31 U.S.C. §§ 7501, et seq.
- y. Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101, et seq.
- z. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. §§ 1681-1683 and §§ 1685-1687
- aa. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
- bb. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. §§ 2000d, et seq.
- cc. Title IX of the Federal Property and Administrative Services Act of 1949 - 40 U.S.C.

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- dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
- ee. Freedom of Information Act - 5 U.S.C. § 552, as amended
- ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. §§ 1801, et seq.
- gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. §§ 4201, et seq.
- hh. Noise Control Act of 1972 – 42 U.S.C. §§ 4901, et seq.
- ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. §§ 661, et seq.
- jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 - 33 U.S.C. §§ 401 and 525
- kk. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. § 303 and 23 U.S.C. § 138
- ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) – 42 U.S.C. §§ 9601, et seq.
- mm. Safe Drinking Water Act – 42 U.S.C. §§ 300f, et seq.
- nn. The Wilderness Act – 16 U.S.C. §§ 1131, et seq.
- oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
- pp. Migratory Bird Treaty Act 16 U.S.C. §§ 703, et seq.
- qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
- rr. Cargo Preference Act of 1954 – 46 U.S.C. § 55305
- ss. Build America, Buy America Act – Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298
- tt. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

**Executive Orders**

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11988 – Floodplain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12549 – Debarment and Suspension
- f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- j. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

### **General Federal Regulations**

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable under section 18.3 of this agreement)

Specific assurances required to be included in the FY 2022 SMART Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

**EXHIBIT B**  
**ADDITIONAL STANDARD TERMS**



**TERM B.1  
TITLE VI ASSURANCE  
(Implementing Title VI of the Civil Rights Act of 1964, as amended)**

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED  
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL  
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities  
Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

**The United States Department of Transportation (USDOT)**

**Standard Title VI/Non-Discrimination Assurances**

**DOT Order No. 1050.2A**

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 SMART grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Office of the Secretary (OST), it is subject to and will comply with the following:

**Statutory/Regulatory 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);
- 49 C.F.R. Part 21 (entitled *Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of the Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

**General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SMART award recipients should demonstrate compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act, and implementing regulations. This should include a current Title VI plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. The Department's and the applicable Operating Administrations' Offices of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

### Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2022 SMART grant program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2022 SMART Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*"The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for 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 grounds of race, color, or national origin in consideration for an award."*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer

of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.
11. The Recipient shall retain all documents relevant to this Grant Agreement and the Grant Project for a period of three (3) years after completion of all projects undertaken pursuant to the Grant Agreement and receipt of final reimbursement from the U.S. Treasury, whichever is later. It shall furnish DOT, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement,

litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Recipient, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by DOT.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing DOT/OST's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by DOT/OST. You must keep records, reports, and submit the material for review upon request to DOT/OST, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2022 SMART grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2022 SMART grant program.

## APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Maritime Administration (DOT/OST), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will 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 will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, 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 will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or DOT/OST to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or DOT/OST, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or DOT/OST may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or DOT/OST may direct as a means of enforcing such provisions including

sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.



## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

**NOW, THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Consolidated Appropriations Act, 2022 (Pub. L. 116-260, Dec. 27, 2020) the Regulations for the Administration of FY 2022 SMART grant program, and the policies and procedures prescribed by the Maritime Administration (DOT/OST) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)



## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## 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 non-discrimination statutes and authorities; including but not limited to:

### A. Pertinent Non-Discrimination 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 C.F.R. 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 C.F.R. 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 U.S.C. § 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 nondiscrimination 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).

**TERM B.2**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER**  
**RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**

**2 C.F.R. Parts 180 and 1200**

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring DOT/OST approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 SMART grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2022 SMART Grant, as set out below.

**1. Instructions for Certification – First Tier Participants:**

(Applicable to all first-tier subawards regardless of potential value and require first tier-subrecipients and lower-tier subrecipients to similarly check SAM.gov; and, for all first-tier procurement contracts with a value of \$25,000 or more and all lower tiers of subcontracts under covered non-procurement transactions (2 CFR § 180.220).

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds

and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
– First Tier Participants:**

- a. The prospective first tier participant 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 participating in covered transactions by any Federal department or agency;
  - 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, 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 receiving stolen property;
  - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
  - 4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior DOT/OST approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

- a. The prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in

this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
-- Lower Tier Participants:**

1. The prospective 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 participating in covered transactions by any Federal department or agency.
  
2. Where the prospective 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.

**TERM B.3  
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY  
CONVICTION UNDER ANY FEDERAL LAW**

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023 (Pub. L. 116-260), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

1. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
2. Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“**Covered Transaction**” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“**Execution of Grant Agreement**” Signing of this Grant Agreement by DOT and the Recipient.

“**Felony Conviction**” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“**Participant**” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“**Tax Delinquency**” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed,

and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- 1) Certify whether the entity has a Tax Delinquency; and
- 2) Certify whether the entity has a Felony Conviction.

4. **Prohibition.** If

- 1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- 2) an entity provides an affirmative response to either certification in section 3; or
- 3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

- 1) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- 2) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- 3) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- a. require the SAM check in section 2;

- b. require the certifications in section 3;**
- c. include the prohibition in section 4; and**
- d. require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.**

**TERM B.4**  
**RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING**

*Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.3, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.3, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.3, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.3, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

*Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

- (1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
  - (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
  - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

## EXHIBIT C

### QUARTERLY REPORTS AND RECERTIFICATIONS: FORMAT AND CONTENT

1. **Purpose.** The purpose of the Quarterly Reports and Recertifications under this agreement for the FY 2022 SMART grant program are to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.
2. **Format and Content.** The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. At the discretion of the USDOT, modifications or additions can be made to produce a quarterly reporting format that will most effectively serve both the Recipient and the USDOT. Some projects will have a more extensive quarterly status than others. For smaller projects, the USDOT may determine that the content of the quarterly reports will be streamlined, and project status meetings will be held on a less-frequent basis. The first quarterly progress report should include a detailed description and, where appropriate, drawings of the items funded.
  - a. **Project Overall Status.** This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any deviations from the scope of work, the schedule, or the budget that are described in this agreement.
  - b. **Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable Recovery Act requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance. This section should specifically address progress towards compliance and issues related to the National Environmental Policy Act (NEPA), the Build America Buy America Act, and the high labor standards prioritized in Executive Order 14052, "Implementation of the Infrastructure Investments and Jobs Act."
  - c. **Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

- d. **Project Scope Overview.** The purpose of this section is to provide a further update regarding the project scope. If the original scope contained in the grant agreement is still accurate, this section can simply state that the scope is unchanged.
- e. **Project Schedule.** An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for quarterly reporting purposes, with the ultimate format to be agreed upon between the Recipient and the USDOT. It is imperative that the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported. Narratives, tables, and/or graphs should accompany the updated master program schedule, basically detailing the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:
- Current overall project completion percentage vs. latest plan percentage.
  - Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.
  - Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified, and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.
- f. **Project Cost.** An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked, and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet. Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:



- Reasons for each line-item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.
- Transfer of costs to and from contingency line items, and reasons supporting the transfers.
- Speculative cost changes that potentially may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis to the available contingency amounts should be included, showing that reasonable and sufficient amounts of contingency remain to keep the project within the latest approved budget.
- Detailed cost breakdown of the general engineering consultant (GEC) services (if applicable), including such line items as contract amounts, task orders issued (amounts), balance remaining for tasks, and accrued (billable) costs.
- Federal obligations and/or disbursements for the project, compared to planned obligations and disbursements.

**g. Certifications.**

- i. A certification that the Recipient is in compliance with 2 C.F.R. 200.303 (Internal Controls) and 2 C.F.R. Part 200, Subpart F (Audit Requirements).
  - ii. The certification required under 2 C.F.R. 200.415(a).
3. Recipients are required to complete post-award reports per the terms and conditions of the award. The types of reports include financial, performance, and other types of required reports.
4. End dates for reporting periods are 3/31, 6/30, 9/30, or 12/31, regardless of budget period start dates. Deadlines for quarterly and semi-annual reports are no later than 30 days after the end of the reporting period. Annual reports are due no later than 90 days after the end of the reporting period. The Recipient shall provide all reporting deliverables detailed below. Reports should be submitted/mailed to [smartreports@dot.gov](mailto:smartreports@dot.gov).

| <b>Deliverable</b>   | <b>Due Date</b>  |
|--|--|
| <p><b>Milestone Progress Performance Reports</b></p> <p>Submit progress reports to monitor project progress and ensure accountability and financial transparency, as well as to document activities performed, anticipated activities, and any changes to schedule or anticipated issues.</p>  | <p>Quarterly (or semi-annual if directed)</p>  |
| <p><b>Federal Financial Report (FFR) (SF-425)</b></p> <p>The Federal Financial Report (SF-425) is a financial reporting form used throughout the Federal Government Grant system. Recipients shall complete this form and attach it to each quarterly Milestone Progress Performance Reports. The form is available at <a href="https://www.grants.gov/forms/post-award-reporting-forms.html">https://www.grants.gov/forms/post-award-reporting-forms.html</a>.</p>  | <p>Quarterly (or semi-annual if directed)</p>  |
| <p><b>Evaluation and Data Management Plan</b></p> <p>The Recipient shall submit an evaluation and data management plan that provides an overview of how the project will be evaluated and how the data collected will be managed and stored. The Evaluation and Data Management Plan shall include the following three sections:</p> <ol style="list-style-type: none"> <li>a. An overview of how the proof-of-concept or prototype will be evaluated and how the data collected will be managed and stored.</li> <li>b. A description of the anticipated impact areas (i.e. goals) of the project if implemented at scale and the methods that will be used to estimate the anticipated benefits and costs associated with implementation.</li> <li>c. Robust performance metrics and measurable targets based on the project goals to inform whether the proof-of-concept or prototype meets expectations and whether full implementation would meet program goals</li> <li>d. The baseline data for each performance measure that is identified in the Performance Measure Table in Attachment A and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure.</li> </ol> | <p>Within 90 calendar days after execution of this Agreement.</p>                          |
| <p><b>Implementation Report</b></p> <p>The Recipient shall submit an implementation report that assesses the anticipated costs and benefits of the project and demonstrates the feasibility of at-scale implementation. The Implementation Report shall include the following five sections:</p>   | <p>Annual- Stage 1 grants require a Draft report due within 1 year of the grant award.</p> |

|   |                      |
|---|----------------------|
| <ul style="list-style-type: none"> <li>a. A description of the anticipated deployment and operational costs of the project as compared to the benefits and savings from the project if implemented at scale.</li> <li>b. The means by which the project has met the original expectation, as projected in the grant application, including data describing the means by which the project met the specific goals.</li> <li>c. Lessons learned and recommendations for future deployment strategies to optimize transportation efficiency and multimodal system performance.</li> <li>d. A description of the requirements for a successful at-scale deployment and an assessment of the feasibility of at-scale implementation.</li> <li>e. An analysis of the success, challenges and validity of the initial approach, any changes or improvements they would make in Stage 2 if recommended for award and any challenges to continued maintenance and operations in stage 2.</li> <li>f. The performance measurement data for each performance measure that is identified in the Performance Measure Table in Attachment A.</li> </ul> |                      |
| <p><b>Program Evaluation</b></p> <p>As a condition of grant award, grant recipients may be required to participate in an evaluation undertaken by USDOT or another agency or partner. Evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all the selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. As a part of the evaluation, as a condition of award, grant recipients must agree to</p> <ul style="list-style-type: none"> <li>a. Make records available to the evaluation contractor or USDOT staff.</li> <li>b. Provide access to program records, and any other relevant documents to calculate costs and benefits.</li> <li>c. In case of an impact analysis, facilitate the access to relevant information as requested.</li> <li>d. Follow evaluation procedures as specified by the evaluation contractor or USDOT staff.</li> </ul>  | <p>As applicable</p> |

|   |   |
|---|---|
| <p><b>Reporting of Matters Related to Recipient Integrity and Performance</b></p> <p>If the total value of a selected applicant’s currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the currency of information reported to the SAM that is made available in the designated integrity and performance system (currently FAPIIS) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition.</p> <p>This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111- 212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.</p> | <p>As applicable</p>  |
| <p><b>Tangible Personal Property Report (SF-428)</b></p> <p>The recipient must report on the status of personal property in which the Federal Government retains an interest. Interim property reports may be required at DOT discretion. A final personal property report is required at closeout.</p>   | <p>As applicable</p>  |
| <p><b>Real Property Status Report (SF-429)</b></p> <p>The report is a multi-purpose form that DOT may require for general reporting about real property acquired or constructed under a federal award, as well as for recipients to make a request related to acquisition or improvement of real property or to request disposition instructions. If applicable, recipients shall submit this report in accordance with the terms provided in 2 CFR § 200.329, no less frequently than annually.</p>  | <p>As applicable</p>  |
| <p><b>Final Report</b><br/>                 The Recipient shall submit (in a format to be provided by DOT) the Recipient’s assessment of the Grant Project to DOT within the Closeout process of the grant agreement.</p>   | <p>Final report shall be submitted not later than 120 days after the end of the period of performance</p> |
| <p><b>Additional Reporting</b> may be required</p>  | <p>As applicable</p>  |

## **EXHIBIT D**

### **CERTIFICATION REGARDING INFLUENCING ACTIVITIES CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

## **EXHIBIT E**

### **FAA REGULATIONS**

Innovative aviation projects must comply with all FAA and other federal, state, and local regulations relevant to the technologies and usages thereof. For instance, in the case of innovative aviation projects involving small, unmanned aircraft systems (UAS), applicants are responsible for complying with regulations which may include, and are not limited to the following, as necessary to achieve desired outcomes:

- 14 CFR Part 91 General Operating and Flight Rules
- 14 CFR Part 107 small UAS rule; Small UAS
- UAS Operations over People rule; Operations Over People General Overview
- UAS Remote identification rule; UAS Remote Identification Overview

Proponents of innovative aviation projects are also responsible for using U.S. government tools and resources which may include, and are not limited to the following, as necessary to fulfill requirements to operate technologies and achieve desired outcomes:

- FAA DroneZone, used to register UAS
- FAA Low Altitude Authorization and Notification Capability (LAANC), used to obtain airspace authorization to fly in controlled airspace
- Part 107 Waiver Resources, used to enable more complex UAS operations

## **EXHIBIT F**

### **Communications Technology**

Projects that use communications technologies must either:

- 1) use Vehicle-to-Everything (V2X) services that utilize Cellular Vehicle-to-Everything (C-V2X) based technology designed to operate within the 30 MHz of spectrum (5.895 - 5.925 GHz) that are consistent with the rules established in waivers associated with Federal Communications Commission (FCC) ET Docket No. 19-138 and future Report and Orders effective at the time when the Department selects projects for funding under the FY22-SMART Grants Program; or
- 2) leverage other communications technologies that can support V2X services and operate in spectrum outside of the 5.895 -5.925 GHz range.

## **EXHIBIT G**

### **Equipping or Retrofitting Motor Vehicles**

Projects that involve equipping or retrofitting motor vehicles with additional technologies are only eligible if the vehicles are publicly owned, leased or used in a contracted service; equipping privately owned and operated vehicles outside of a leased or contracted service is not an eligible activity. Projects involving motor vehicles must involve only vehicles that comply with all applicable Federal Motor Vehicle Safety Standards (FMVSSs) and Federal Motor Carrier Safety Regulations (FMCSRs), or vehicles that are exempt from the requirements in a manner that allows for the legal acquisition and operation of the vehicles in the proposed project.



## **EXHIBIT H**

### **Eligible Costs**

Broadly, eligible activity costs must comply with the cost principles set forth in 2 CFR Part 200, Subpart E (i.e., 2 CFR § 200.403 and § 200.405). USDOT reserves the right to make cost eligibility determinations on a case-by-case basis. Eligible development and construction activities for grant funding are the following:

- planning;
- feasibility analyses;
- revenue forecasting;
- environmental review;
- permitting;
- preliminary engineering and design work;
- systems development or information technology work;
- acquisition of real property (including land and improvements to land relating to an eligible project);
- construction;
- reconstruction;
- rehabilitation;
- replacement;
- environmental mitigation;
- construction contingencies; and
- acquisition of equipment, including vehicles.

The following are not eligible costs for SMART Grants Program funding:

- reimbursement of any pre-award costs or application preparation costs of the SMART grant application;
- traffic or parking enforcement activity; or
- purchase or lease of a license plate reader.

Federal funds may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

## **EXHIBIT I**

### **Data Collection Requirements Data Management**

To fulfill the reporting requirements and in accordance with the USDOT Public Access Plan, award recipients must consider, budget for, and implement appropriate data management for data and information outputs acquired or generated during the grant. Applicants are expected to account for data and performance reporting in their budget submission. Projects must:

- Defaulting to open access when appropriate (exceptions include protecting personally identifiable information [PII], Indigenous data sovereignty, or confidential business information [CBI]);
- Protecting PII, intellectual property rights, and CBI;
- Utilize, when possible, open licenses and protect USDOT's non-exclusive copyright to data and corresponding outputs;
- Make the source code or tools necessary to analyze the data available to the public, if relevant;
- Provide relevant metadata (in a DCAT-US file, and, optionally, a discipline-appropriate metadata standard file), and data documentation (README.txt files, data dictionaries, code books, supporting files, imputation tables, etc.); and
- Where applicable, consider contributing data to voluntary resources such as NHTSA's AV TEST Initiative.

Projects should implement data management best practices including, but not limited to, implementation of published data specifications and standards (formal and informal); increasing data discoverability and data sharing; and enabling interaction of systems, interoperability, and integration of data system

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**STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS PROGRAM**

- 1. Award No.**  
SMARTFY22N1P1G50
- 2. Effective Date**  
See No. 17 Below
- 3. Assistance Listings No.**  
20,941
- 4. Award To**  
Metropolitan Government of  
Nashville-Davidson County
- 5. Sponsoring Office**  
U.S. Department of Transportation  
Office of the Assistant Secretary for Research  
and Technology  
1200 New Jersey Avenue, SE  
Washington, DC 20590
- Unique Entity Id:  
LGZLHP6ZHM55
- 6. Period of Performance**  
08/15/2023 to 02/15/2025
- 7. Total Amount**  
Federal Share: \$2,000,000.00  
Recipient Share:  
Other Federal Funds:  
Other Funds:  
Total: \$2,000,000.00
- 8. Type of Agreement**  
Grant
- 9. Authority**  
Section 25005 of the Infrastructure Investment  
and Jobs Act (Pub. L. 117-58, November 15,  
2021; also referred to as the "Bipartisan  
Infrastructure Law" or "BIL")
- 10. Procurement Request No.**
- 11. Federal Funds Obligated**  
\$2,000,000.00
- 12. Submit Payment Requests To**  
See article 19.
- 13. Payment Office**  
See article 19.
- 14. Accounting and Appropriations Data** 69A3552341028

**15. Description of Project** Use LiDAR and camera technologies at key intersections to understand near misses in Nashville.

**RECIPIENT**

**16. Signature of Person Authorized to Sign**

  
 Signature RS2023-2382 Date AUG 18 2023  
 Name:  
 Title:

**17. OFFICE OF THE ASSISTANT SECRETARY FOR RESEARCH AND TECHNOLOGY** Signature of Agreement Officer

\_\_\_\_\_  
 Signature  
 Name: Roxanne Ledesma  
 Title: Supervisory Grant Management Specialist  
 (Agreement Officer)

**STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS PROGRAM**

**U.S. DEPARTMENT OF TRANSPORTATION**

**GRANT AGREEMENT UNDER THE  
FISCAL YEAR 2023 STRENGTHENING MOBILITY AND REVOLUTIONIZING  
TRANSPORTATION (SMART) GRANTS PROGRAM**

This agreement is between the [United States Department of Transportation (the “USDOT”)] and the Metropolitan Government of Nashville-Davidson County (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a Strengthening Mobility and Revolutionizing Transportation (SMART) Grant for the Leveraging Advanced Data to Deliver Multimodal Safety (LADDMS)

The parties therefore agree to the following:

**ARTICLE 1  
GENERAL TERMS AND CONDITIONS**

- (1) In this agreement, “General Terms and Conditions” means the content of the document titled “General Terms and Conditions Under the Fiscal Year Strengthening Mobility and Revolutionizing Transportation (SMART) Grants Program,” dated June 20, 2023, which is available at <https://www.transportation.gov/grants/smart/grants-management>. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (2) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (3) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SMART Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the SMART Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS PROGRAM**

**ARTICLE 2  
APPLICATION, PROJECT, AND AWARD**

**a. Application.**

Application Title: Leveraging Advanced Data to Deliver Multimodal Safety (LADDMS)

Application Date: November 18, 2022

**b. Award Amount.**

SMART Grant Amount: \$2,000,000.00

**c. Award Dates.**

Period of Performance End Date: 02/15/2025

**d. Budget Period**

Budget Period End Date: 02/15/2025

**FEDERAL AWARD IDENTIFICATION NUMBER.**

The Federal Award Identification Number is listed on page 1, line 1.

**STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS PROGRAM**

**ARTICLE 3  
 SUMMARY PROJECT INFORMATION**

**a. Summary of Project’s Statement of Work.**

Use LiDAR and camera technologies at key intersections to understand near misses in Nashville.

**b. Project’s Estimated Schedule.**

| <b>Milestone</b>  | <b>Schedule Date</b> |
|---|----------------------|
| Evaluation & Data Management Plan (NLT 3mo after start) | November 15, 2023    |
| Draft Implementation Report (NLT 1 yr after start)      | August 15, 2024      |
| Final Implementation Report (by the end of the POP)     | February 15, 2025    |

**Project’s Estimated Costs.**

**(1) Eligible Project Costs**

| <b>Eligible Project Costs</b>       |                       |
|-------------------------------------|-----------------------|
| SMART Grant Amount:                 | \$2,000,000.00        |
| Other Federal Funds:                |                       |
| State Funds:                        |                       |
| Local Funds:                        |                       |
| In-Kind Match:                      |                       |
| Other Funds:                        |                       |
| <b>Total Eligible Project Cost:</b> | <b>\$2,000,000.00</b> |

**(2) Supplemental Estimated Budget**

| <b>Cost Element</b>    | <b>Federal Share</b> | <b>Non-Federal Share</b> | <b>Total Budget Amount</b> |
|------------------------|----------------------|--------------------------|----------------------------|
| Direct Labor           | \$0                  | \$0                      | \$0                        |
| Fringe Benefits        | \$0                  | \$0                      | \$0                        |
| Travel                 | \$0                  | \$0                      | \$0                        |
| Equipment              | \$0                  | \$0                      | \$0                        |
| Supplies               | \$0                  | \$0                      | \$0                        |
| Contractual/Consultant | \$0                  | \$0                      | \$0                        |
| Construction           | \$2,000,000.00       | \$0                      | \$2,000,000.00             |
| Other                  | \$0                  | \$0                      | \$0                        |
| Indirect Costs         | \$0                  | \$0                      | \$0                        |

**STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS PROGRAM**

|                     |                |     |                |
|---------------------|----------------|-----|----------------|
| <b>Total Budget</b> | \$2,000,000.00 | \$0 | \$2,000,000.00 |
|---------------------|----------------|-----|----------------|

(3) Cost Classification Table -Implementation Grants Only

Utilize the descriptions from the SF-424c to determine what cost goes in each row.

| <b>Cost Classification</b>                           | <b>Total Costs</b>    | <b>Non-SMART<br/>Previously<br/>Incurred<br/>Costs</b> | <b>Eligible<br/>Costs</b> |
|--|-----------------------|--|---------------------------|
| Administrative and legal expenses                    | \$0                   | \$0  | \$0                       |
| Land, structures, rights-of-way, appraisals,<br>etc. | \$0                   | \$0  | \$0                       |
| Relocation expenses and payments                     | \$0                   | \$0  | \$0                       |
| Architectural and engineering fees                   | \$200,000.00          | \$0  | \$200,000.00              |
| Other architectural and engineering fees             | \$700,000.00          | \$0  | \$700,000.00              |
| Project inspection fees                              | \$0                   | \$0  | \$0                       |
| Site work  | \$0                   | \$0  | \$0                       |
| Demolition and removal                               | \$0                   | \$0  | \$0                       |
| Construction   | \$620,000.00          | \$0  | \$620,000.00              |
| Equipment  | \$430,000.00          | \$0  | \$430,000.00              |
| Miscellaneous  | \$50,000.00           | \$0  | \$50,000.00               |
| Contingency  | \$0                   | \$0  | \$0                       |
| <b>Project Total</b>                                 | <b>\$2,000,000.00</b> | <b>\$0</b>   | <b>\$2,000,000.00</b>     |



**STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS PROGRAM**

**ARTICLE 4  
RECIPIENT INFORMATION**

**a. Recipient's Unique Entity Identifier.**

LGZLHP6ZHM55

**b. Recipient Contact(s).**

Casey Hopkins  
Grants Coordinator  
1 Public Square  
Nashville, TN 37201-5007  
(615) 880-1676  
casey.hopkins@nashville.gov

**c. Recipient Key Personnel.**

| Name          | Title or Position  |
|---------------|--------------------|
| Casey Hopkins | Grants Coordinator |

**d. USDOT Project Contact(s).**

Christopher M. Walston  
Strengthening Mobility and Revolutionizing Transportation Grants Program Manager  
U.S. Department of Transportation  
Office of the Assistant Secretary for Research and Technology 1200 New Jersey Avenue,  
S.E.  
Washington, DC 20590  
(770) 715-5987  
christopher.walston2@dot.gov

**STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS PROGRAM**

**ARTICLE 5  
USDOT ADMINISTRATIVE INFORMATION**

**5.1 Office for Subaward and Contract Authorization.**

- (a) USDOT Office for Subaward and Contract Authorization: Office of the Assistant Secretary for Research and Technology SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

- (b) Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

- (c) The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

**5.2 Reimbursement Requests**

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

**STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS PROGRAM**

- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "AOR") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) The USDOT may waive the requirement in section 19.7(a) that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management  
US Department of Transportation,  
Office of Financial Management B-30, Room W93-431  
1200 New Jersey Avenue SE  
Washington DC 20590-0001

or

[DOTElectronicInvoicing@dot.gov](mailto:DOTElectronicInvoicing@dot.gov).

- (f) To seek reimbursement from DOT, the Recipient shall submit documentary evidence of all expenditures associated with the Grant Project (those to be covered by the local and/or state contribution, as well as those covered by the Federal contribution) on a monthly basis. All reimbursement requests to DOT shall include sufficient documentation to justify reimbursement of the Recipient, including invoices and proof of payment of the invoice. In seeking reimbursements, grant recipients must provide invoices or other evidence of the expenditure, details about the expenditure and how it relates to the grant project, and evidence of payment.

The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

**STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS PROGRAM**

**ARTICLE 6  
SPECIAL GRANT TERMS**

- 6.1** SMART funds must be expended by the budget period end date in section 10.3 of the Terms and Conditions.
- 6.2** The Recipient should demonstrate compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act, and implementing regulations. This should include a current Title VI plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. The Department's and the applicable Operating Administrations' Offices of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.
- 6.3** There are no other special grant requirements for this award.

**STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS PROGRAM**

**ATTACHMENT A  
PERFORMANCE MEASUREMENT INFORMATION**

**Baseline Measurement Date: Due 90 days after award**

**Baseline Report Date: Due 90 days after award**

**Table 1: Performance Measure Table**

| <b>Measure</b>         | <b>Category and Description</b>   | <b>Measurement Frequency</b> |
|------------------------|---|------------------------------|
| Safety and Reliability | Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on emergency response and the safety of systems for pedestrians, bicyclists, and the broader traveling public             | End of period of performance |
| Resiliency             | Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on the reliability and resiliency of the transportation system including cybersecurity and climate change                 | End of period of performance |
| Equity and Access      | Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on connecting or expanding access to jobs, education, and essential services for underserved or disadvantaged populations | End of period of performance |
| Climate                | Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on congestion, air pollution, emissions, and energy efficiency  | End of period of performance |
| Partnerships           | Qualitative Project Benefits: Qualitative description of the anticipated impacts of   | End of period of performance |

**STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS PROGRAM**

| <b>Measure</b>                      | <b>Category and Description</b>   | <b>Measurement Frequency</b> |
|-------------------------------------|---|------------------------------|
|                                     | at-scale implementation on the economic competitiveness and private sector investments or partnerships including technical and financial commitments  |                              |
| Integration                         | Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on the integration of systems and the connectivity of infrastructure, connected vehicles, pedestrians, bicyclists, and the broader traveling public | End of period of performance |
| Costs                               | Project Costs: Quantification of the cost of the proof-of-concept or prototype carried out using the grant (Stage 1)  | End of period of performance |
| Costs                               | Project Costs: Quantification of the anticipated cost of at-scale implementation (Stage 2)  | End of period of performance |
| Lessons Learned and Recommendations | Lessons Learned and Recommendations: Description of lessons learned and recommendations for future deployment strategies  | End of period of performance |

**STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS PROGRAM**

**ATTACHMENT B  
 CHANGES FROM APPLICATION**

**INSTRUCTIONS FOR COMPLETING ATTACHMENT B:** Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

**Scope:**

**Schedule:**

**Budget:**

The table below provides a summary comparison of the project budget.

| <b>Fund Source</b>  | <b>Application</b>  |            | <b>Section 3.3</b>  |            |
|---|---------------------|------------|---------------------|------------|
|   | <b>\$</b>           | <b>%</b>   | <b>\$</b>           | <b>%</b>   |
| <b>Previously Incurred Costs<br/>(Non-Eligible Project Costs)</b> |                     |            |                     |            |
| Federal Funds   |                     |            |                     |            |
| Non-Federal Funds   |                     |            |                     |            |
| <b>Total Previously Incurred Costs</b>                            |                     |            |                     |            |
| <b>Future Eligible Project Costs</b>                              |                     |            |                     |            |
| SMART Funds   | 2,000,000.00        | 100        | 2,000,000.00        | 100        |
| Other Federal Funds   |                     |            |                     |            |
| Non-Federal Funds   |                     |            |                     |            |
| <b>Total Future Eligible Project<br/>Costs</b>                    |                     |            |                     |            |
| <b>Total Project Costs</b>  | <b>2,000,000.00</b> | <b>100</b> | <b>2,000,000.00</b> | <b>100</b> |



STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS PROGRAM

ATTACHMENT C  
 CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked in the following table are accurate:

|                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/>            | The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>  |
| <input type="checkbox"/>            | The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>   |
| <input type="checkbox"/>            | The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>  |
| <input type="checkbox"/>            | The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>  |
| <input checked="" type="checkbox"/> | The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>  |
| <input type="checkbox"/>            | The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>  |
| <input type="checkbox"/>            | The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>  |
| <input type="checkbox"/>            | The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>  |
| <input type="checkbox"/>            | The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>  |
| <input type="checkbox"/>            | The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>  |
| <input type="checkbox"/>            | The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>  |
| <input checked="" type="checkbox"/> | The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i> |
| <input type="checkbox"/>            | The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>  |
| <input type="checkbox"/>            | The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>   |



**STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS PROGRAM**

|                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/>            | The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>   |
| <input type="checkbox"/>            | The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.   |
| <input checked="" type="checkbox"/> | The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in Attachment A. <i>(Identify the relevant actions from Attachment A in the supporting narrative below.)</i> |
| <input type="checkbox"/>            | The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.  |

**2. Supporting Narrative.**

[ Recipient - Insert supporting text in last page, as described in the table above. ]

STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS PROGRAM

**ATTACHMENT D  
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

**1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.**

The Recipient states that rows marked with "X" in the following table are accurate:

|                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/>            | A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>   |
| <input checked="" type="checkbox"/> | The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i> |
| <input type="checkbox"/>            | The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>  |
| <input checked="" type="checkbox"/> | The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>   |
| <input type="checkbox"/>            | The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>   |
| <input type="checkbox"/>            | The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.   |
| <input type="checkbox"/>            | The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in Attachment A. <i>(Identify the relevant actions from Attachment A in the supporting narrative below.)</i>   |
| <input type="checkbox"/>            | The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.  |

**2. Supporting Narrative.**

[Recipient- Insert supporting text in last page, as described in the table above. ]

**STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS PROGRAM**

**ATTACHMENT E  
 LABOR AND WORKFORCE**

**1. Efforts to Support Good-Paying Jobs and Strong Labor Standards. Successful projects will also support the creation of good-paying jobs with the free and fair choice to join a union.**

As outlined in the Notice of Funding Opportunity, applicants are evaluated and selected based on criteria including the extent to which applicants identify the necessary planning and engagement activities that, as projects are fully implemented during Stage 2, will ensure high-quality job creation by supporting good-paying jobs with a free and fair choice to join a union, incorporating strong labor standards (e.g., wages and benefits at or above prevailing, use of project labor agreements, registered apprenticeship programs, pre-apprenticeships tied to 16 registered apprenticeships, etc.), and/or providing workforce opportunities for historically underrepresented groups (e.g., workforce development program, etc.). The table below enables The Recipient to demonstrate how this criteria is addressed.

The Recipient states that rows marked with “X” in the following table are accurate:

|                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>   |
| <input checked="" type="checkbox"/> | The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>  |
| <input type="checkbox"/>            | The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>  |
| <input type="checkbox"/>            | The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>   |
| <input checked="" type="checkbox"/> | The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i> |

STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS PROGRAM

|                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/>            | <p>The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i></p>  |
| <input checked="" type="checkbox"/> | <p>The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i></p>  |
| <input checked="" type="checkbox"/> | <p>The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ul style="list-style-type: none"><li>a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law;</li><li>b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color;</li><li>c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements;</li><li>d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin;</li><li>e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and</li><li>f. maintaining robust anti-retaliation measures covering employees and contractors.</li></ul> <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p> |
| <input type="checkbox"/>            | <p>The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i></p>  |

**STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS PROGRAM**

|                          |   |
|--------------------------|---|
| <input type="checkbox"/> | The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i> |
| <input type="checkbox"/> | The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.   |

**a. Supporting Narrative.**

[ Recipient- Insert supporting text in last page, as described in the table above. ]

**STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS PROGRAM**

**ATTACHMENT F  
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE**

**1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.**

The Recipient states that rows marked with “X” in the following table are accurate:

|                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.   |
| <input checked="" type="checkbox"/> | The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.   |
| <input checked="" type="checkbox"/> | The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.  |
| <input type="checkbox"/>            | For projects in floodplains: The Recipient appropriately considered whether the project was upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Solicit and Considering Stakeholder Input (80 FR 6425). |

**2. Supporting Narrative.**

[Recipient- Insert supporting text in last page as described in the table above.]

## **SUPPORTING TEXT FOR CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS**

**The goal of this project is to use real time data to promote alternative modes of transportation by providing data that encourages safety for users. As the project moves forward we will consider all climate change and environmental impacts that are described in our FY 22 SMART Grant application.**

#### SUPPORTING TEXT FOR RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

The project will also be implemented by Metro to foster opportunities for Minority and Women-Owned Business Enterprise (MWBE) inclusion efforts. Through procurement regulation changes underway, Nashville is implementing a race and gender-neutral program that establishes a contract threshold, under which certain contracts become eligible by designation to only be bid on by small business in accordance with SBA guidelines. The program will also provide more time for prime contractors and subcontractors to plan for and prepare timely bids. This is to increase the ability for firms to form joint ventures or teaming arrangements and to obtain any needed support services. Metro is developing an enhanced communications plan for how it will better assist W/MBE Business community in understanding its programs, implementations and how to prepare for future procurement opportunities.

We will work with our procurement team to establish an acceptable DBE target goal for any construction, inspection, and other activities designed to ensure racial equity in the project.

This project will use real time data to promote safe alternative modes of transportation for our most vulnerable users.



## SUPPORTING TEXT FOR LABOR AND WORKFORCE

Metro is already promoting good-paying jobs with free and fair choice to join a union and expand strong labor standards as shown in our labor policy below:

### Chapter 3.56 Metro Charter - Labor Policy

#### 3.56.010 - Right of employees to organize - Collective bargaining

Employees of metropolitan government shall have, and be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization, or to refrain from belonging, and to bargain collectively through representatives of their own choosing on questions of wages, hours, retirement benefits and all other terms and conditions of employment for the purpose of representation free from actual interference, restraint or coercion.

Currently Metro Nashville has three (3) labor unions. The Fire Union (Fire Department), Fraternal Order of Police (Metro Nashville Police Department), and the Service Employee International Union (SEIU) for other employees.

To promote the entry and retention of underrepresented populations and minorities, Metro recognizes the growing expectations workers have for their employers and have implemented comprehensive strategies and policies to meet these expectations. This includes enhancing benefits packages offered by Metro to workers, ultimately aiming to increase employee retention and reduce turnover. Metro has implemented hiring policies that prioritize diversity, equity, and inclusion. This includes actively seeking underrepresented populations and minorities during the recruitment and hiring processes. By fostering a diverse and inclusive workforce, Metro aims to create an environment that values and embraces different perspectives and experiences. To further bolster this initiative Metro has hired a Chief Diversity Equity & Inclusion Officer with the central Human Resources department. The Chief DEIO is responsible to for the development and implementation of results-focused policies and strategies for Metro.

Metro regularly holds diversity and inclusion training in an effort to increase awareness and understanding of equity in the workplace. These include workshops, seminars, and cultural competency training to promote a respectful and inclusive work environment. Diversity classes are mandatory for all Metro employees.

**SUPPORTING TEXT FOR CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE**

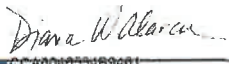
**We comply with all local, state and federal laws.**

**SIGNATURE PAGE  
FOR**

**Strengthening Mobility and Revolutionizing Transportation (SMART) Grant**

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

DocuSigned by:  
  
\_\_\_\_\_  
Diana W. Alarcon, Director  
Nashville Department of Transportation  
and Multimodal Infrastructure

7/27/2023  
\_\_\_\_\_  
Date

**APPROVED AS TO AVAILABILITY  
OF FUNDS:**

DocuSigned by:  
  
\_\_\_\_\_  
Kelly Flannery, Director  
Department of Finance

7/27/2023  
\_\_\_\_\_  
Date

**APPROVED AS TO RISK AND INSURANCE:**

DocuSigned by:  
  
\_\_\_\_\_  
Director of Insurance

7/27/2023  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND  
LEGALITY:**

DocuSigned by:  
  
\_\_\_\_\_  
Metropolitan Attorney

7/27/2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
John Cooper  
Metropolitan Mayor

AUG 18 2023  
\_\_\_\_\_  
Date

**ATTEST:**

  
\_\_\_\_\_  
Metropolitan Clerk

AUG 18 2023  
\_\_\_\_\_  
Date

**Certificate Of Completion**

|   |                              |
|---|------------------------------|
| Envelope Id: 0F2DC9EC10194654BF909AD18A61BEE9                                       | Status: Sent                 |
| Subject: Metro Contract 6554416 with The University of Tennessee Chattanooga (NDOT) |                              |
| Source Envelope:  |                              |
| Document Pages: 162   | Signatures: 10               |
| Certificate Pages: 18   | Initials: 4                  |
| AutoNav: Enabled  | Envelope Originator:         |
| Envelopeld Stamping: Enabled  | Procurement Resource Group   |
| Time Zone: (UTC-06:00) Central Time (US & Canada)                                   | 730 2nd Ave. South 1st Floor |
|   | Nashville, TN 37219          |
|   | prg@nashville.gov            |
|   | IP Address: 170.190.198.185  |

**Record Tracking**

|  |  |                    |
|--|--|--------------------|
| Status: Original<br>7/24/2024 1:51:52 PM | Holder: Procurement Resource Group<br>prg@nashville.gov        | Location: DocuSign |
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| Storage Appliance Status: Connected      | Pool: Metropolitan Government of Nashville and Davidson County | Location: DocuSign |

**Signer Events**

| Signer Events  | Signature  | Timestamp  |
|--|--|--|
| Gary Clay<br>Gary.Clay@nashville.gov<br>Asst. Purchasing Agent<br>Security Level: Email, Account Authentication (None) | <br><br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 170.190.198.185 | Sent: 7/24/2024 2:28:51 PM<br>Viewed: 7/24/2024 3:28:42 PM<br>Signed: 7/24/2024 3:28:50 PM |


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|   |  |  |
|---|--|--|
| Kristin C. Kumrow<br>Kristin.Kumrow@nashville.gov<br>Security Level: Email, Account Authentication (None) | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 170.190.198.185 | Sent: 7/24/2024 3:28:53 PM<br>Viewed: 7/24/2024 3:31:18 PM<br>Signed: 7/24/2024 3:31:59 PM |
|---|--|--|

**Electronic Record and Signature Disclosure:**  
Accepted: 7/24/2024 3:31:18 PM  
ID: 90874733-f350-4202-adb7-77784ac17f2e

|  |  |  |
|--|--|--|
| Greg McClarin<br>greg.mcclarin@nashville.gov<br>Security Level: Email, Account Authentication (None) | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 170.190.198.185 | Sent: 7/24/2024 3:32:05 PM<br>Viewed: 7/24/2024 3:40:06 PM<br>Signed: 7/24/2024 3:42:00 PM |
|--|--|--|

**Electronic Record and Signature Disclosure:**  
Accepted: 7/24/2024 3:40:06 PM  
ID: be20fd21-6079-4976-9723-dcde5db7cb76

|  |   |   |
|--|---|---|
| Reinhold Mann<br>reinhold-mann@utc.edu<br>Vice Chancellor for Research<br>The University of Tennessee at Chattanooga<br>Security Level: Email, Account Authentication (None) | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 150.182.146.41 | Sent: 7/24/2024 3:42:07 PM<br>Resent: 7/25/2024 8:37:16 AM<br>Viewed: 7/25/2024 10:12:54 AM<br>Signed: 7/26/2024 9:34:47 AM |
|--|---|---|

**Electronic Record and Signature Disclosure:**

| Signer Events | Signature | Timestamp |
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|---------------|-----------|-----------|

Accepted: 7/25/2024 10:12:54 AM  
ID: 380c9b8d-e752-41ee-aec0-b94d0c57edbf

Dennis Rowland  
dennis.rowland@nashville.gov  
Purchasing Agent & Chief Procurement Officer  
Security Level: Email, Account Authentication (None)

*Dennis Rowland*

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.185

Sent: 7/26/2024 9:34:54 AM  
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Signed: 7/26/2024 11:42:28 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Diana Alarcon  
diana.alarcon@nashville.gov  
Security Level: Email, Account Authentication (None)

*Diana Alarcon*

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.240

Sent: 7/26/2024 11:42:33 AM  
Viewed: 7/26/2024 12:33:34 PM  
Signed: 7/26/2024 12:33:58 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 7/26/2024 12:33:34 PM  
ID: 3e11e9fc-2d17-45f5-960f-1387f82ce0b2

Kevin Crumbo/mal  
michelle.Lane@nashville.gov  
Deputy Director of Finance  
Metro  
Security Level: Email, Account Authentication (None)

*Kevin Crumbo/mal*

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.185

Sent: 7/26/2024 12:34:02 PM  
Viewed: 7/29/2024 1:36:34 PM  
Signed: 7/29/2024 1:45:49 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Kevin Crumbo/mjw  
MaryJo.Wiggins@nashville.gov  
Security Level: Email, Account Authentication (None)

*Kevin Crumbo/mjw*

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.100

Sent: 7/29/2024 1:45:57 PM  
Viewed: 7/29/2024 3:03:15 PM  
Signed: 7/29/2024 3:57:56 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 7/29/2024 3:55:49 PM  
ID: e5973b07-2f44-45f2-8b09-7592ffc60637

Balogun Cobb  
balogun.cobb@nashville.gov  
Security Level: Email, Account Authentication (None)

*BC*

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.185

Sent: 7/29/2024 3:58:00 PM  
Viewed: 7/29/2024 4:01:55 PM  
Signed: 7/29/2024 4:02:08 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 7/29/2024 4:01:55 PM  
ID: 1ee942a6-6974-4b70-88de-559792a6adee

Erica Haber  
erica.haber@nashville.gov  
Security Level: Email, Account Authentication (None)

*Erica Haber*

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.185

Sent: 7/29/2024 4:02:17 PM  
Viewed: 7/29/2024 4:24:30 PM  
Signed: 7/29/2024 4:27:22 PM

| Signer Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

**Electronic Record and Signature Disclosure:**  
Accepted: 7/29/2024 4:24:30 PM  
ID: 1630a4e7-ee49-4821-ade6-51db7d88ade2

Procurement Resource Group  
prg@nashville.gov  
Metropolitan Government of Nashville and Davidson  
County  
Security Level: Email, Account Authentication  
(None)

Sent: 7/29/2024 4:27:28 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

| In Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
|-------------------------|-----------|-----------|

| Editor Delivery Events | Status | Timestamp |
|------------------------|--------|-----------|
|------------------------|--------|-----------|

| Agent Delivery Events | Status | Timestamp |
|-----------------------|--------|-----------|
|-----------------------|--------|-----------|

| Intermediary Delivery Events | Status | Timestamp |
|------------------------------|--------|-----------|
|------------------------------|--------|-----------|

| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
|---------------------------|--------|-----------|

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

Terri L. Ray  
Terri.Ray@nashville.gov  
Finance Manager  
Metropolitan Government of Nashville and Davidson  
County  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 7/24/2024 2:28:51 PM

David Veazey  
david-veazey@utc.edu  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 7/24/2024 3:42:08 PM  
Viewed: 7/24/2024 4:09:50 PM

Jeremy Frye  
jeremy.frye@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 7/16/2024 9:19:29 AM  
ID: 0cb5a982-7b02-470a-85a2-dc01f56e682b

Murad Al Qurishee  
Murad.AIQurishee@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Amber Gardner  
Amber.Gardner@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**

**Carbon Copy Events****Status****Timestamp**

Not Offered via DocuSign

Mina Sartipi

mina-sartipi@utc.edu

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Austin Kyle

publicrecords@nashville.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Accepted: 7/25/2024 8:21:29 AM

ID: 9aee4cb5-cb09-44ba-8788-10fd912c308c

Zak Kelley

Zak.Kelley@Nashville.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Hannah Archer

hannah-archer@utc.edu

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Angie Morelock

angie-morelock@utc.edu

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Meredith Perry

meredith-perry@utc.edu

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Casey Hopkins

casey.hopkins@nashville.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Accepted: 12/7/2023 4:00:50 PM

ID: 39f301ce-5e13-4be3-9e59-b1e10e802fde

Derek Hagerty

Derek.hagerty@nashville.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Accepted: 12/18/2023 1:09:07 PM

ID: 7efa83e2-7d1f-465a-a115-fbdcbb59f1fb

| <b>Carbon Copy Events</b> | <b>Status</b> | <b>Timestamp</b> |
|---------------------------|---------------|------------------|
|---------------------------|---------------|------------------|

Alla Cross

alla.cross@nashville.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

| <b>Witness Events</b> | <b>Signature</b> | <b>Timestamp</b> |
|-----------------------|------------------|------------------|
|-----------------------|------------------|------------------|

| <b>Notary Events</b> | <b>Signature</b> | <b>Timestamp</b> |
|----------------------|------------------|------------------|
|----------------------|------------------|------------------|

| <b>Envelope Summary Events</b> | <b>Status</b> | <b>Timestamps</b> |
|--------------------------------|---------------|-------------------|
|--------------------------------|---------------|-------------------|

Envelope Sent

Hashed/Encrypted

7/24/2024 2:28:51 PM

Envelope Updated

Security Checked

7/25/2024 8:37:15 AM

Envelope Updated

Security Checked

7/25/2024 8:37:15 AM

| <b>Payment Events</b> | <b>Status</b> | <b>Timestamps</b> |
|-----------------------|---------------|-------------------|
|-----------------------|---------------|-------------------|

| <b>Electronic Record and Signature Disclosure</b> |
|---|
|---|