

Request for Quotation 969636

Title **Rehabilitation and Lease of Greer Stadium Property**
 Preview Date **23-JAN-2017 10:34:32** Open Date **23-JAN-2017 10:34:32**
 Close Date **01-MAR-2017 14:00:00** Award Date **Not Specified**
 Time Zone **Central Time**

Please submit your response online through iSupplier to:

Company **Metro Govt Of Nashville and Davidson County**
 Buyer **TROUP, TERRI**
 Location **Metro Govt Of Nashville and Davidson County**
 Phone **Not Specified**
 Fax
 Email **Terri.Troup@nashville.gov**

When submitting your response, please include the following information.

Your Company Name	
Address	
Contact Details	
Response Valid Until	

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1 Header Information**1.1 General Information**

Title	Rehabilitation and Lease of Greer Stadium Property		
Description	Rehabilitation and Lease of Greer Stadium Property		
Preview Date	23-JAN-2017 10:34:32	Open Date	23-JAN-2017 10:34:32
Close Date	01-MAR-2017 14:00:00	Award Date	Not Specified
Time Zone	Central Time	Buyer	TROUP, TERRI
Quote Style	Sealed	Email	Terri.Troup@nashville.gov
Outcome	Contract Purchase Agreement		

1.2 Terms

Effective Start Date	Not Specified	Effective End Date	Not Specified
Ship-To Address	1 METRO SITE LOCATION 1590 1 METRO SITE LOCATION 1590 REFERENCE ADDR IN SOLICITATION United States	Bill-To Address	BILL TO: METRO PAYMENT SERVICES BILL TO: METRO PAYMENT SERVICES PO BOX 196301 NASHVILLE, TN 372196301 United States
Payment Terms	Net 30	Carrier	
FOB	Inside Delivery	Freight Terms	Supplier Prepaid
Currency	USD (US Dollar)	Price Precision	Any
Total Agreement Amount (USD)	Not Specified		

1.3 Requirements

Solicitation (Selection) Method
<p>Request for Proposal</p> <p>Pursuant to § 4.12.040 M.C.L., this solicitation document serves as the written determination of the Purchasing Agent, that the use of competitive sealed bidding is neither practicable nor advantageous to Metro. Therefore, this solicitation will facilitate the entering into of contract(s) by the competitive sealed proposals process. The proposal process, flexibility and limitations are governed by the Code and related Procurement Regulations.</p> <p>The proposal selection method permits discussions with offerors who submit proposals determined to be reasonably susceptible of being selected for award. Modifications in proposal content, comparative judgmental evaluations of the proposals, corrections, and scope adjustments, may occur at the request of the Purchasing Agent or their designee.</p> <p>There may be one or more amendments to this solicitation. Solicitation amendments are included as updates to the original solicitation. It is the offeror's responsibility to remain informed on all solicitation amendments and submit the solicitation response incorporating all amendments.</p> <p>Offers to Metro online solicitations are required to be submitted within the iSupplier online environment unless otherwise stated. Hard copy offers will not be considered except as required by law.</p> <p>Any response to this solicitation is a formal waiver of any claims of confidentiality regardless of what may be stated, printed, or implied in the submission and/or attachments submitted. All information is made a Public Record after an award is made.</p> <p>The only official position of Metro is found within this solicitation document including answers provided in response to questions raised. The online discussion tool within iSupplier is the appropriate tool for all questions or communications concerning this solicitation.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>

<p>Solicitation (Selection) Method</p> <p>Metro reserves the right to issue additional rounds as it deems necessary for the purposes of evaluation. Additional rounds may include, but not be limited to, Offeror interviews.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Solicitation Objective</p> <p>The objective of this solicitation is to rehab and lease of the Greer Stadium Property, 534 Chestnut Street, Nashville, TN 37203</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Solicitation Scope</p> <p>Scope Summary</p> <p>The Metropolitan Government of Nashville and Davidson County (Metro) is soliciting qualification proposals from interested parties that meet the minimum qualifications, as set forth in this herein, for a master developer team ("Master Developer") for Greer Stadium and associated property. Proposers must be capable of providing for the comprehensive redevelopment Greer Stadium, including substantial open space and affordable housing and demonstrate a successful track record for similar projects.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>Scope Detail</p> <p>Metro's objectives with respect to this RFQ are, in part, to maintain publicly accessible open space as the focal point of the development and provide connectivity to existing greenways; provide affordable and workforce housing options; encourage the introduction of neighborhood scale retail and resources; create a design that is sensitive to Fort Negley; to activate Chestnut Street connect to the neighborhood and to draw neighbors into open space; and limit the financial participation and financial risk to the Metro.</p> <p><u>Background</u></p> <p>Greer Stadium and associated parking areas, located near 8th Avenue just south of downtown Nashville, occupies approximately 21 acres adjacent to Fort Negley and the Adventure Science Center. The stadium was used by the Nashville Sounds until 2014, but it has remained vacant since the team's relocation to First Tennessee Park.</p> <p>With the relocation of the Nashville Sounds, the redevelopment of the property has been part of a community-led planning process, both for the countywide parks and Greenways master plan, Plan To Play, and site-specific input.</p> <p>Plan To Play is a Metro Parks and Recreation-led initiative for a countywide parks and greenways master plan, which will serve as a guide for future investments in and growth of our park system in the coming decades. The yearlong Plan To Play process includes an inventory of past and current plans, an analysis of programs and facility offerings, a benchmarking of peer cities, and an intensive public input process, including public meetings and surveys.</p> <p>The Parks Department also held two community meetings focused on the redevelopment of this property. The dialogue boards used during the community meetings were designed to inspire ideas and to assist in grouping similar ideas together, using the following headings: Education/children's resources, Housing,</p>

<p>Solicitation Scope</p> <p>Entertainment/activities, and Neighborhood resources; with Open Space at the center. Participants were encouraged to place dots on notes that include similar ideas, or to add a sticky note adjacent to an idea and draw a line between them to indicate linked ideas. The themes that emerged were:</p> <ul style="list-style-type: none"> · OPEN SPACE Open space should be the primary use on the site, with a mixture of active and passive recreation areas. A number of participants mentioned a community space with space for meetings and arts. Participants expressed a desire to include walking trails and to connect the property to Fort Negley, including the Fort Negley loop trail, the Nashville City Cemetery, and the Adventure Science Center. · HOUSING Housing on the site should be affordable or workforce, with a community gathering space and consideration for senior housing. · NEIGHBORHOOD RESOURCES Overall, the desire is for the redevelopment to be a neighborhood asset and include neighborhood scale retail uses, potentially including affordable production or commercial space for artists/makers. A desire for continuing education, in the form of after school programs for the children in the neighborhood, and workforce development was expressed by a significant number of participants. · CHILDREN'S RESOURCES A large number of comments from the community meetings and online related to the health need of children – a need for spaces to run and play. Many sports were listed related to children's health as well as for the open spaces, such as tennis, baseball, and soccer, but also the need to learn about sustainable practices, technology ("3D Coding Lab"), the history of the site, and to meet with tutors, etc.
<p>.....</p> <p>Target Value .</p>
<p>Type No Response Required</p>
<ul style="list-style-type: none"> · ENTERTAINMENT/ACTIVITIES A wide variety of sports were mentioned by the community: tennis, baseball, soccer, volleyball, and a skate park are some examples. Other examples of entertainment amenities include an amphitheater/outdoor music space, public art, an event space (potentially affordable/low cost for neighbors), Civil War museums or at least an increase in the exhibits in and around Fort Negley, and arts venues for the use of neighborhood artists. The site is part of a Neighborhood Landmark District, which will require review by the Metro Historic Zoning Commission. Its proximity to Fort Negley requires a design plan that is sensitive to the historic portions of the property and respectful in terms of height and building placement. <p><u>Project Information: Master Development Opportunity</u> It is the City's objective to have a high quality neighborhood scale mixed use development that connects the community to open space and remains respectful towards Fort Negley. The selected Master Developer will need to have the capacity and demonstrated experience to successfully implement all aspects of the development including planning, design, financing, permitting, construction, and ongoing management. The proposals received in response to this RFQ will serve as the initial project plan and as a basis for negotiations with the Master Developer. The Master Developer will be required to enter into a Master Development and Ground Lease Agreement (the "Agreement") setting forth various contractual agreements and timelines. The Agreement will be subject to the approval of the Metro Council.</p> <p>The Master Developer must meet or exceed spending a minimum of twenty percent (20%) of the project's costs with small, minority-owned, and women-owned business enterprises, commonly referred to as Diversified Business Enterprises (DBE). This can be achieved by utilizing Small, Minority, Woman-owned and/or Service Disabled Veteran-owned businesses.</p> <p>.....</p>

<p>Solicitation Scope</p> <p>Target Value .</p> <p>Type No Response Required</p> <p><i>Construction Workforce Development</i></p> <p>The Nashville Career Advancement Center (NCAC), a member of the Nashville Construction Readiness Partnership (NCRP), is an entity operated by the Middle Tennessee Workforce Board (MTWB), through an agreement with Metro. NCAC will serve as a required point of contact in the identification of available workers for construction projects where contractors will actively hire for both new and replacement employment opportunities. The goal of NCRP is to ensure that Metro residents and low-income Metro residents are considered first for both new and replacement employment opportunities on Metro's construction projects.</p> <p>Working with the State of Tennessee, NCRP provides a searchable database to identify available skilled and unskilled construction workers. Employees searching for construction work will enter their information into this database. The Master Developer may search for needed workers by job classification and by residency.</p> <p>The State's Jobs4TN website is www.jobs4tn.gov. Information on database use and helpdesk contact information can be found at NCAC's website: www.NCACworkforce.org on the "Nashville Construction Readiness Partnership" page.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>As indicated in the Inquiries Section below, all questions that are specific to the solicitation shall be submitted via iSupplier Online Discussion on or before Friday, February 17, 2016 at 4:00PM. Questions will be answered formally via Amendment to the solicitation shortly after the deadline for submitting questions.</p> <p>You may contact Terri Troup at 615-862-6669 or terri.troup@nashville.gov with questions regarding iSupplier or you may email iSupplier@nashville.gov. All offerors are encouraged to sign in to the iSupplier system as soon as possible to view the solicitation and ensure all login information is correct. Finally, please have your offer loaded in the iSupplier system well in advance of the deadline for submission of offers to avoid any last minute functionality issues. While Metro makes every attempt to assist suppliers with entering their offers, there is not sufficient time to trouble shoot functionality issues within one hour of the deadline for submission of offers.</p> <p>A brief iSupplier training session will occur in conjunction with the Pre-Offer meeting.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>Good Faith Efforts</p> <p>Procurement Nondiscrimination Program (PNP) Requirements</p> <p>The consideration and contact of minority-owned and/or woman-owned business enterprises (MWBE) with a significant presence in the Nashville MSA, is required at the onset of the Rehabilitative Construction Phase of this Project. At that time, the successful offeror must complete and submit to Metro both the attached Good Faith Efforts Checklist as well as the Statements of Interested, Notified, and Successful Subcontractors Form indicating that written notice has been delivered to at least three (3) MWBEs in an appropriate field of work and must include the written responses from the three (3) MWBEs. All MWBE firms must be registered with Metro and certification received and approved by BAO. <i>Note that these documents are not required to be submitted with your offer to Metro, rather are required only by the successful offeror.</i></p> <p>In the event an offeror submits to use a Metro approved MWBE, a letter of intent signed by both parties must be submitted to BAO by the end of the second business day following issuance of the intent to award notification.</p> <p>For PNP information and forms, go to http://www.nashville.gov/Finance/Procurement/Minority-and-Women-Business-Assistance/SMWBE-Lists-and-Forms.aspx.</p> <p>Offerors must acknowledge that they understand the Procurement Nondiscrimination Program (PNP) Requirements described herein.</p>

<p>Good Faith Efforts</p> <p>.....</p> <p>Target Value Acknowledge PNP Requirements</p> <p>.....</p> <p>Provide your answer below</p>
<p>Standard Solicitation Requirements</p> <p>Inquiries</p> <p>Offerors must clearly understand that the only official answer or position of Metro will be the one stated in writing by Division of Procurement staff.</p> <p>Inquiries shall be submitted on or before Friday February 17, 2016 at 4:00PM via iSupplier Online Discussion.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Pre-Offer Meeting</p> <p>A pre-offer meeting will be held for this solicitation at Wednesday, February 8, 2017 at 10:00AM in the University Conference Room of Lindsley Hall located at 730 2nd Ave South, Nashville, Tennessee.</p> <p>If you are unable to attend the pre-offer meeting, you may participate through signing into GoToMeeting from computer, tablet, or smartphone by clicking https://global.gotomeeting.com/join/592801805 and/or dialing 1 (669) 224-3412 (Access Code: 592-801-805)</p> <p>If you are attending through GoToMeeting, you must email the buyer, Terri Troup at terri.troup@nashville.gov, your name, email address, phone number, and the name of the company you are representing within an hour of the meeting conclusion. This information will be added to the official pre-offer meeting sign-in sheet. You will not receive credit for attending the meeting if you do not send this information to the buyer.</p> <p>Metro urges all prospective offerors to attend planned pre-offer meetings.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Accurate Information</p> <p>Failure to provide complete and accurate information in an offer to this solicitation may result in your offer being deemed nonresponsive. Metro may institute debarment proceedings against the offeror and/or terminate any contract or purchase order that has been awarded based on inaccurate information.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Extraneous Information</p> <p>Offers should be brief and concise. Information provided beyond the requirements described in this solicitation may be considered extraneous and as a result discarded.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Minor Irregularities</p> <p>Metro reserves the right to waive minor irregularities in offers, provided that such action is in the best interest of the Metro. Any such waiver shall not modify any remaining solicitation requirements or excuse the offeror from full compliance with the solicitation specifications and other contract requirements if the offeror is awarded a contract.</p>

Standard Solicitation Requirements
<p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Ambiguity, Conflict or Other Errors in the Solicitation</p> <p>Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this solicitation prior to submitting their offer, or it shall be waived. Claims of ambiguity after submission of the offer shall not serve as grounds for a protest.</p> <p>If an offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, they shall immediately request modification or clarification using the online discussion feature of iSupplier. Required modifications or clarifications will be issued by solicitation amendment.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Validity of Offers</p> <p>All offers shall be valid for a period of one-hundred and twenty (120) days from the closing date of the solicitation unless another timeframe is agreed to by all parties. Submission of an offer does not afford rights to the offeror nor obligate Metro in any manner.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Offer and Presentation Costs</p> <p>Metro will not be liable for any costs incurred by an offeror in the preparation of its response to a solicitation, nor for the presentation of its offer and/or participation in any clarifications, discussions, negotiations, or protests.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Rejection of Offers</p> <p>Metro reserves the right to accept or reject, in whole or in part, any offers submitted. The failure of an offeror to promptly supply information in connection with, or with respect to, reasonable requests may be grounds for a determination of non-responsibility.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Subcontractors</p> <p>Offeror must enter all subcontractors on the appropriate form provided as part of the solicitation. The file should be attached to your response in Excel format and named "Subcontractor Form". Include any SBE/SDV and MWBE suppliers on this form.</p> <p>.....</p> <p>Target Value Attached Subcontractor Form</p> <p>.....</p> <p>Provide your answer below</p>
<p>Payments to SBE/SDV and MWBE Subcontractors/Suppliers</p> <p>Contractor shall enter these payments into iSupplier and failure to do so may impact payments to Contractor.</p> <p>.....</p>

<p>Standard Solicitation Requirements</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>SBE/SDV Misrepresentation</p> <p>If Contractor fails to meet SBE/SDV businesses participation committed to in the offer, or it is determined that their SBE/SDV status or the SBE/SDV status of any subcontractor, is shown to be false; Metro may terminate the Contract and charge Contractor for any costs incurred by Metro as a result of the misrepresentation.</p> <p>Misrepresentation may result in debarment.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>Americans with Disabilities Act</p> <p>Contractor shall ensure Metro that all services provided through this resulting contract shall be completed in full compliance with the 2010 Americans with Disabilities Act ("ADA") enacted by law on March 15, 2012 and adopted by Metro. Contractor will ensure that participants at public meetings 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.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>Contractor Personnel Requirements</p> <p>Subsequent to submission of an offer and prior to award of a contract, key personnel identified in the offer shall not be changed without the approval of Metro. Any changes in key personnel without Metro approval may result in the offer being rejected and not considered for award.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>Unauthorized Work</p> <p>The successful offeror shall not begin work until Metro issues a Notice to Proceed or Purchase Order. Any unauthorized work shall be deemed non-compensable and the offeror will have no recourse against Metro.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>Insurance Requirements</p> <p>Any offeror receiving an award shall be required to provide a Certificate of Insurance prior to execution of a contract.</p> <p>The "Description" section must read as follows: Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement and automobile liability additional insured endorsement.</p> <p>In the "Certificate Holder" section it must read as follows: Purchasing Agent, Metropolitan Government of Nashville and Davidson County, Metro Courthouse, Nashville, TN 37201.</p> <p>The following insurance(s) shall be required:</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>· General Liability Insurance in the amount of one million (\$1,000,000.00) dollars (if the supplier will be making on-site delivery)</p> <p>.....</p> <p>Target Value .</p>

Insurance Requirements
Type No Response Required · Professional Liability Insurance in the amount of one million (\$1,000,000.00) dollars Target Value .
Type No Response Required · Automobile Liability Insurance in the amount of one million (\$1,000,000.00) dollars (if supplier will be making on-site deliveries) Target Value .
Type No Response Required · Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee. (Workman's Comp Insurance is not required for companies with fewer than five (5) employees.) Target Value .
Affidavit Enter your City Target Value Provide your answer below
Enter your County Target Value Provide your answer below
Enter your State Target Value Provide your answer below
Enter your Zip Code Target Value .

Affidavit
<p>.....</p> <p>Provide your answer below</p>
<p>Affiant states that Offeror has all applicable licenses, including business licenses. Affiant also states that offeror is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065</p> <p>.....</p> <p>Target Value Yes, I so affirm.</p> <p>.....</p> <p>Circle one from the response values below: Yes, I so affirm. No and are non-responsive.</p>
<p>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</p> <p>.....</p> <p>Target Value Yes, I so affirm.</p> <p>.....</p> <p>Circle one from the response values below: Yes, I so affirm. No and are non-responsive.</p>
<p>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</p> <p>.....</p> <p>Target Value Yes, I so affirm</p> <p>.....</p> <p>Circle one from the response values below: Yes, I so affirm No, and am nonresponsive</p>
<p>Affiant affirms that the offeror nor utilized temporary staffing service employs any person who is not a legally authorized to work in the United States. Any contractor who knowingly violates the provisions of this section is subject to debarment or suspension. M.C.L. 4.40.060</p> <p>.....</p> <p>Target Value Yes, I so affirm.</p>

Affidavit
<p>.....</p> <p>Circle one from the response values below: Yes, I so affirm. No and are non-responsive.</p>
<p>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 Offeror has not retained anyone in violation of the foregoing. M.C.L. 4.48.080</p> <p>.....</p> <p>Target Value Yes, I so affirm.</p> <p>.....</p> <p>Circle one from the response values below: Yes, I so affirm. No and are non-responsive.</p>
<p><i>And Further Affiant Sayeth Not:</i></p> <p>Name of Company Officer:</p> <p>.....</p> <p>Target Value .</p> <p>.....</p> <p>Provide your answer below</p>
<p>Title:</p> <p>.....</p> <p>Target Value .</p> <p>.....</p> <p>Provide your answer below</p>
<p><i>The provision of false information is a material breach.</i></p> <p>.....</p> <p>Target Value Acknowledged.</p> <p>.....</p> <p>Circle one from the response values below: Acknowledged. Our offer is non-responsive</p>
<p><i>If the principal officer cannot so attest, the offer will be determined non-responsive.</i></p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
Evaluation Criteria
<p>All submitted proposals should include the following on every page as a header and/or footer</p> <p>· RFQ Number</p>

<p>Evaluation Criteria</p> <ul style="list-style-type: none"> · RFQ Title · Proposer Name · Evaluation Criteria Section Title · Page Numbers <p>Each PDF document should be named the Evaluation Criteria Section Title</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>EVALUATION CRITERIA</p> <p>Contract Acceptance</p> <p>Indicate your acceptance of the attached contract, general terms and conditions, requirements of the RFP, bonding requirements (if noted in the RFP/contract), and insurance requirements for this solicitation.</p> <p>If any exceptions are taken, identify them (if none are stated in this section, they will not be granted after the contract is awarded. Exceptions taken after the award will result in the withdrawal of the intent to award and offeror's firm suspended from upcoming solicitations).</p> <p>Note, if exceptions are taken, evaluation scores will reflect Metro's assessment of the impact for these considerations. Those exceptions may result in the rejection the proposal as non-responsive, if, in the sole evaluation of METRO, the requested changes are unacceptable.</p> <p>.....</p> <p>Target Value Accept Contract as Presented</p> <p>.....</p> <p>Provide your answer below</p>
<p>Solicitation Acceptance</p> <p>Offeror must indicate acceptance of the final version of this solicitation as amended.</p> <p>Any exceptions taken to this solicitation must be submitted through the online discussion feature of the system by the date and time shown for inquiry submittal. If an offeror takes exception to this solicitation after the inquiry submittal date and time, their submission may be deemed nonresponsive.</p> <p>.....</p> <p>Target Value Accept Final Version of Solicitation</p> <p>.....</p> <p>Provide your answer below</p>
<p>Detailed Plan - 25 Points</p> <p>Please provide a detailed plan for the rehabilitation Greer Stadium and Associated Property, including all of the objectives as described above.</p> <p>The file should be attached to your response in a PDF format and named "Detailed Plan".</p> <p>.....</p> <p>Target Value Attached Detailed Plan</p> <p>.....</p>

<p>Evaluation Criteria</p> <p>Provide your answer below</p>
<p>Experience - 20 Points</p> <p>Provide your firm's experience as a developer on similar projects, including knowledge of the local real estate market.</p> <p>The file should be attached to your response in a PDF format and named "Experience".</p> <p>.....</p> <p>Target Value Attached Experience</p> <p>.....</p> <p>Provide your answer below</p>
<p>Qualifications - 20 Points</p> <p>Provide your firm's qualifications and ability of team members to perform their respective roles, including relevant specialized expertise.</p> <p>The file should be attached to your response in a PDF format and named "Qualifications".</p> <p>.....</p> <p>Target Value Attached Qualifications</p> <p>.....</p> <p>Provide your answer below</p>
<p>Financial Considerations - 30 Points</p> <p>Describe the financial capabilities of the development team, including minimizing and protecting the role of Metro.</p> <p>Detail any financial or in-kind support you are requesting of the city (one time and on-going).</p> <p>Forecast the revenue stream that the city will receive. Include minimum guaranteed revenue and projected revenues in excess of the minimums.</p> <p>Provide and support any economic impacts this project will produce.</p> <p>The file should be attached to your response in a PDF format and named "Financial Considerations".</p> <p>.....</p> <p>Target Value Attached Financial Considerations</p> <p>.....</p> <p>Provide your answer below</p>

Evaluation Criteria
<p>Diversity Plan - 5 Points</p> <p>The Metropolitan Government of Nashville and Davidson County (Metro) is committed to including DBE (SMWSDVBs) in its procurement processes. In an effort to increase diversity inclusion, proposers are requested to provide Metro with information regarding their diversity and inclusion strategy. Explain your plan to achieve or exceed a target of 20% of DBE (SMWSDVBs) participation. A good procurement diversity plan should include at a minimum the following components:</p> <ul style="list-style-type: none"> · Statement of Commitment · Strategic Approaches and Methodologies taken to ensure maximum participation by SMWSDVBs suppliers. · Methods to Ensure Prompt Payment of SMWSDVBs. · Utilization Monitoring and Reporting Tactics—includes specific techniques used to monitor participation on an ongoing basis and report to Metro. · Identification of the Small, Minority, Woman-owned and/or Service Disabled Veteran-owned businesses who will serve as subcontractors. <p>The file should be attached to your response in a PDF format and named "Diversity Plan".</p> <p>.....</p> <p>Target Value Attached Diversity Plan</p> <p>.....</p> <p>Provide your answer below</p>

1.4 Attachments

Name	Data Type	Description
Subcontractor Form	File	

1.5 Response Rules

This negotiation is governed by all the rules displayed below.

- Negotiation is restricted to invited suppliers
- Suppliers are allowed to view other suppliers' contract terms, notes and attachments
- Suppliers are allowed to provide multiple responses
- Buyer may close the negotiation before the Close Date
- Buyer may manually extend the negotiation while it is open

Contract Terms and Conditions

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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 **Enter Legal Name** ("CONTRACTOR") located at **Enter Address, City, ST ZIP**. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
- *The solicitation documentation for RFQ# 969636 and affidavit(s) (all made a part of this contract by reference),*
- *Purchase Orders (and PO Changes),*
- *CONTRACTOR's response to the solicitation,*
- *Procurement Nondiscrimination Program forms (incorporated by reference).*

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 the goods and/or services as briefly described below and more fully defined in the solicitation.

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 this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end [INSERT END DATE OR AT PROJECT

COMPLETION] or when METRO ceases to use any Products and/or Services purchased, licensed, leased, rented, or otherwise acquired from CONTRACTOR. Those terms which by their nature are intended to survive the expiration of this Contract shall so survive.

[FIRST TWO SENTENCES OF THE NEXT PARAGRAPH MAY BE REMOVED IF THE CONTRACT CANNOT BE EXTENDED]

This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of \$[Agreement Amount]. 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 eligible for annual escalation/de-escalation adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the **annual anniversary** of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's Office.

4.5. Electronic Payment

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

4.6. Invoicing Requirements

CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately delivered/performed products and/or services, whichever is less frequent. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or 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 and warrants that it will comply 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. Procurement Nondiscrimination Program Requirement

The consideration and contact of minority-owned and/or woman-owned business enterprises is required for a responsive offer to most solicitations. The provision of the Procurement Nondiscrimination Program documents shall be part of each applicable solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the Procurement Nondiscrimination Program, if applicable, in the execution of 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 either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

7.2. Products Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (If the CONTRACTOR is producing the goods purchased by METRO)

7.3. General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars.

7.4. Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if CONTRACTOR will be making on-site deliveries)

7.5. Worker's Compensation Insurance (if applicable)

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

7.6. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

7.7. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

**DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300**

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

8. GENERAL TERMS AND CONDITIONS

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. Warranty

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective

goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice. Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

8.3. Software License

CONTRACTOR warrants and 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.

8.4. 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, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are 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 the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

8.5. 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 its agents 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.

8.6. 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.

8.7. Virus Representation and Warranty

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents 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. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

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

8.8. Copyright, Trademark, Service Mark, or Patent Infringement

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim

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.

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.

8.9. 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.

8.10. 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.

8.11. 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. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents 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 storage areas, such as Microsoft Skydrive, 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 .

8.12. 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.

8.13. 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.

8.14. 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.

8.15. 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.

8.16. Compliance with Laws

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

8.17. 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.

8.18. 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

CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons 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. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

8.20. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

- A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.
- D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.
- E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

8.21. Attorney Fees

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

8.22. 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:

**METRO'S CHIEF ACCOUNTANT
DIVISION OF ACCOUNTS
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.

8.23. 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.

8.24. 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.

8.25. 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.

8.26. Venue

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

8.27. 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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