

Request for Quotation 1030664

Title **Fort Negley Park Cultural Landscape Report**
Preview Date **18-JAN-2018 13:54:02** Open Date **18-JAN-2018 13:54:02**
Close Date **09-FEB-2018 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 **WALL, BRADLEY**
Location **Metro Govt Of Nashville and Davidson County**
Phone **Not Specified**
Fax
Email **Brad.Wall@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	Fort Negley Park Cultural Landscape Report		
Description	Fort Negley Park Cultural Landscape Report		
Preview Date	18-JAN-2018 13:54:02	Open Date	18-JAN-2018 13:54:02
Close Date	09-FEB-2018 14:00:00	Award Date	Not Specified
Time Zone	Central Time	Buyer	WALL, BRADLEY
Quote Style	Sealed	Email	Brad.Wall@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	Delivery	Freight Terms	Supplier Prepaid
Currency	USD (US Dollar)	Price Precision	Any
Total Agreement Amount (USD)	Not Specified		

1.3 Requirements

RFP 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>

RFP Solicitation (Selection) Method
Type No Response Required
Solicitation Objective
The objective of this solicitation is to enter into a Metro contract.
Target Value .
Type No Response Required
Solicitation Scope
Scope Summary
The Metropolitan Government of Nashville and Davidson County "Metro" is seeking a Contractor for the development of a Cultural Landscape Report (CLR) for the Fort Negley Park.
Target Value .
Type No Response Required
Scope Detail
Contractor shall provide a CLR that will guide Metro in the best practices for managing the site, especially as it relates to the land areas outside the Fort's walls and the WPA ring road (see Figure 1 in the attached Fort Negley Site Plan). The report will review prior and on-going plans/investigations/studies of the site and analyze the site's physical changes from maps, photographs, and its written history. The CLR will address the potential for archaeological resources, the treatment of the soil to address erosion issues related to the loss of vegetation, and the location of appropriate landscape plantings and their long-term maintenance. A critical step of the plan is an archaeological study of the site to better understand the site's historic resources, specifically as it relates to the Civil War era, the post-war African American community that developed around the fort, and the WPA reconstruction. Answering specific questions relating to these periods will provide the understanding needed for determining the appropriate treatment of the site. The plan addresses the sustainability and manageability of the natural environment. It will include an urban park/nature walk that connects to greenways, and identifies historic viewsheds and buffers. Determining specific treatments for the soil and plantings is key. The plan will address steps for treating the site's erosion patterns that affect wall stability. The CLR will also include specific treatment recommendations for the areas of the fort's stonework that have been determined to be a priority for restoration and maintenance (see Figure 2 in the attached Fort Negley Site Plan) due to its cultural and visual significance. All other wall segments will be permitted to deteriorate. The plan will include methodology to allow these areas to deteriorate in a manner that is safe, stable, visually acceptable, and maintainable and will address the transitional areas between restored and deteriorated stonework. It is anticipated that appropriate vegetation will be a part of this strategy.
Objectives
The CLR is intended to guide future land use and management of Fort Negley Park. The CLR should conform to the Secretary of Interior Standards for Treatment of Historic Properties and the Guidelines for Rehabilitation of Cultural Landscapes. The objectives of the CLR for Fort Negley Park are to:
<ul style="list-style-type: none"> · Develop detailed historic contexts for the study area. · Identify, inventory, and document existing conditions in the study area including, but not limited to historical, architectural, archaeological, ethnographic, landscape features and viewsheds, as well as physiography, geology, soils, topography, hydrology and vegetation. · Analyze and evaluate the integrity of the cultural landscape in the study area. · Provide treatment recommendations to guide the use and management of the study area's cultural landscape and archaeological resources, including soil treatment to address erosion issues related to the loss of vegetation, and the location of appropriate landscape plantings and long-term maintenance. · Provide treatment recommendations for the fort's stonework, as identified, that will be allowed to deteriorate.
*For additional details please see the attached PDF documents titled "Fort Negley Site Plan and Fort Negley Background Information."

Solicitation Scope
<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 2, 2018 at 2:00 P.M. Central Time. Questions will be answered formally via Amendment to the solicitation soon after the deadline for submitting questions.</p> <p>You may contact Brad Wall at (615) 862-4273 or brad.wall@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.</p> <p>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>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
Information Security Agreement
<p>Metro is committed to the responsible use of the information entrusted to it and to protecting the confidentiality, integrity and availability of that information. However, information security is not an absolute and Metro cannot absolutely guarantee the security of the information that it handles. Metro aspires to fully protect citizen information through the use of multiple information security controls, including technical, administrative and physical controls.</p> <p>Metro requires that any external party, vendor, etc., exercises the same or greater level of due diligence with regards to the protection of Metro information, information technology assets and information processing facilities that are accessed, processed, communicated to, or managed by external parties or where external parties add products or services.</p> <p>Complete the ISA Questionnaire found at http://www.nashville.gov/Portals/0/SiteContent/ITS/docs/Information%20Security/MISA-Questionnaire_V1_5.pdf and attach it with your quote. Using the attached ISA Matrix found at http://www.nashville.gov/Portals/0/SiteContent/ITS/docs/Information%20Security/MISA-ExhibitSelectionMatrix_V1_5.pdf, determine the applicable ISA Terms and Conditions found at http://www.nashville.gov/Portals/0/SiteContent/ITS/docs/Information%20Security/MISA-Questionnaire_V1_5.pdf based on your company's completed ISA Questionnaire.</p> <p>Failure to attach your completed ISA Questionnaire may result in your offer being deemed non-responsive.</p> <p>Please acknowledge if your company accepts the ISA Terms and Conditions.</p> <p>For an ITB, failure to accept the applicable ISA Terms and Conditions may result in your offer being deemed non-responsive.</p> <p>For an RFP or RFQ, offeror must indicate acceptance of the applicable ISA Terms and Conditions. If any exceptions are taken, attach a PDF file to your quote identifying the exceptions and label it as ISA Terms and Conditions Exceptions.</p> <p>Please note that if exceptions are not stated at this time, 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>.....</p> <p>Target Value ISA Questionnaire Attached and ISA Terms and Conditions Accepted</p> <p>.....</p> <p>Provide your answer below</p>

<p>Information Security Agreement</p>
<p>Standard Solicitation Requirements</p> <p>Inquiries All inquiries must be submitted by Friday, February 2, 2018 at 2:00 P.M. Central Time using the online discussions feature of the iSupplier system. 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>.....</p> <p>Target Value . Type No Response Required</p>
<p>Pre-Offer Meeting A pre-offer meeting will be held for this solicitation on Tuesday, January 30, 2018 at 2:00 P.M. Central Time. The meeting will be held in the Peabody Conference Room located at 730 2nd Avenue South, Nashville, TN 37219. If you are unable to attend the pre-offer meeting, you may participate through signing into GoToMeeting from computer, tablet, or smartphone. Please join my meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/578210989 You can also dial in using your phone. United States: +1 (571) 317-3112 Access Code: 578-210-989 If you are attending through GoToMeeting, you must email the buyer, Brad Wall (brad.wall@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. Metro urges all prospective offerors to attend planned pre-offer meetings.</p> <p>.....</p> <p>Target Value . Type No Response Required</p>
<p>Accurate Information 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 . Type No Response Required</p>
<p>Extraneous Information 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 . Type No Response Required</p>
<p>Minor Irregularities Metro reserves the right to waive minor irregularities in offers, provided that such action is in the best interest of 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/Subconsultants</p> <p>Offeror must enter all subcontractors/subconsultants on the appropriate form provided as part of the solicitation. The form should identify any Small and/or Service-Disabled Veteran (SBE/SDV) owned and Minority and/or Woman (MWBE) owned subcontractors/subconsultants and/or suppliers who will perform a portion of this project. The file should be attached to your response in Excel format and named "Subcontractor/Subconsultant Form".</p> <p>.....</p> <p>Target Value Attached Subcontractor/Subconsultant Form</p> <p>.....</p> <p>Provide your answer below</p>
<p>Assistance to Small (SBE) and/or Service-Disabled Veteran (SDV) Owned Businesses</p> <p>The Metro Procurement Code (§ 4.44) and Regulations (§§ R4.44.020.04) provide options for the</p>

<p>Standard Solicitation Requirements</p> <p>Purchasing Agent to maximize the participation and performance of Metro approved SBE/SDV businesses.</p> <p>Assistance is provided to offerors who are SBE/SDV, or who need assistance in locating potential SBE/SDV subcontractors or suppliers. For assistance, offerors are encouraged to contact the BAO by email at BAO@Nashville.gov or call the BAO at (615) 880-2814. For more information and the forms go to the following website: http://www.nashville.gov/Finance/Procurement/Minority-and-Women-Business-Assistance/SMWBE-Lists-and-Forms.aspx.</p> <p>If the Offeror is a SBE/SDV business, Metro considers the work the SBE/SDV firm commits to self-perform. If the work is subcontracted or otherwise procured, only the work performed by a Metro approved SBE/SDV subcontractor or supplier may be considered for the purposes of award incentive. All SBE/SDV businesses included in offers must be registered online with Metro and approved by the BAO prior to the solicitation closing date.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Several ways that SBE/SDV participation may be promoted in individual solicitations are described below.</p> <p>Cost Incentive - The Metro Procurement Code (§ 4.44) and Regulations (§§ R4.44.020.04) provide options for the Purchasing Agent to provide a cost incentive to maximize SBE/SDV participation. If this solicitation includes a cost incentive for the participation of approved SBE/SDV business, the methodology for evaluating the SBE/SDV participation is described in the regulations found at http://www.nashville.gov/Portals/0/SiteContent/Finance/Purchasing/Regulations%2020140206.pdf</p> <p>Set-Aside - Some solicitations are the result of an SBE/SDV set-aside. In those cases only approved SBE/SDV firms may submit an offer. The solicitation will state in the opening description if it is an SBE/SDV set-aside solicitation.</p> <p>Threshold - If the solicitation has a SBE/SDV threshold, only offers that meet the established threshold will be eligible for SBE/SDV cost incentives. Incentive consideration, if included, is calculated on a pro rata basis for those offers in excess of the established threshold.</p> <p>Requirement - If the solicitation states a required SBE/SDV participation level, then only those offerors committing to achieve or exceed the established amount will be considered responsive to the solicitation. The solicitation will not contain an SBE/SDV cost incentive.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>SBE/SDV Participation and Misrepresentation</p> <p>Offerors must acknowledge that they understand the SBE/SDV participation expectations described in the next paragraph.</p> <p>SBE/SDV Cost Incentive is applicable to this solicitation.</p> <p>Offeror also acknowledges that they understand the consequences of failing to comply with their SBE/SDV participation commitments. If Contractor fails to comply with their SBE/SDV businesses participation commitments, or it is determined that their SBE/SDV status or the SBE/SDV status of any subcontractor/subconsultant/supplier, 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. Misrepresentation may result in debarment.</p> <p>Contractor shall enter payments to SBE/SDV and MWBE subcontractors/subconsultants/suppliers into iSupplier as instructed by Metro. Failure to do so may impact payments to Contractor.</p> <p>.....</p> <p>Target Value Acknowledge Participation Expectations and Consequences of Misrepresentation</p> <p>.....</p> <p>Provide your answer below</p>

Standard Solicitation Requirements
<p>Americans with Disabilities Act 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 . Type No Response Required</p>
<p>Contractor Personnel Requirements 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 . Type No Response Required</p>
<p>Unauthorized Work 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 . Type No Response Required</p>
Good Faith Efforts
<p>Procurement Nondiscrimination Program (PNP) Requirements The consideration and contact of minority-owned and/or woman-owned business enterprises (MWBE) with a significant presence in the Nashville MSA, is required for a responsive offer. Offerors must complete and attach to their response 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. Offerors should attach the written responses from the three (3) MWBEs. MWBE firms included in offers must be registered with Metro and certification received by BAO prior to the solicitation closing date. Failure to comply with PNP requirements may result in the offer being deemed nonresponsive. 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. For PNP information and forms, go to http://www.nashville.gov/Finance/Procurement/Minority-and-Women-Business-Assistance/SMWBE-Lists-and-Forms.aspx. Attach the PNP Form and outreach documentation to your response as one PDF document named "PNP Documentation".</p> <p>.....</p> <p>Target Value Attached PNP Documentation</p> <p>.....</p> <p>Provide your answer below</p>

Good Faith Efforts
<p>I/We have made efforts to include MWBE's, certified by certifying entities recognized by the Metropolitan Government, in the procurement process and to ensure that businesses are not discriminated against on the basis of race, ethnicity or gender. Failure to select "Yes" may result in your response being deemed nonresponsive.</p> <p>.....</p> <p>Target Value Yes, we have.</p> <p>.....</p> <p>Circle one from the response values below: Yes, we have. No, and are non-responsive.</p>
<p>I/We have delivered written notice to three available MWBEs certified by certifying entities recognized by the Metropolitan Government for each potential subcontracting or supply category in the Contract AND all potential subcontractors or vendors which requested information on the Contract. Failure to select "Yes" may result in your response being deemed nonresponsive.</p> <p>.....</p> <p>Target Value Yes, we have.</p> <p>.....</p> <p>Circle one from the response values below: Yes, we have. No, and are non-responsive.</p>
<p>I/We have provided all potential subcontractors or vendors with adequate and timely information as to the plans and specifications of this project as well as information necessary to provide a bid or quote as well as and the last date and time for receipt of price quotations. Failure to select "Yes" may result in your response being deemed nonresponsive.</p> <p>.....</p> <p>Target Value Yes, we have.</p> <p>.....</p> <p>Circle one from the response values below: Yes, we have. No, and are non-responsive.</p>
<p>Additionally, we have made the following Good Faith Efforts to include MWBEs as subcontractors or joint venturers on this project.</p> <p>.....</p> <p>Target Value . Type No Response Required</p>
<p>I/We have attended a special meeting called to inform business and individuals of subcontracting or supply opportunities.</p> <p>.....</p> <p>Type Optional</p> <p>.....</p> <p>Circle one from the response values below: Yes No</p>
<p>I/We have, in accordance with normal industry practices, divided the contract into economically feasible segments that can be performed by a MWBE.</p> <p>.....</p> <p>Type Optional</p> <p>.....</p>

<p>Good Faith Efforts</p> <p>Circle one from the response values below: Yes No</p>
<p>I/We have provided a written explanation for rejection of any potential subcontractor or vendor to the BAO, included the name of the firm proposed to be awarded the subcontract or supply agreement, where price competitiveness is not the reason for rejection.</p> <p>.....</p> <p>Type Optional</p> <p>.....</p> <p>Circle one from the response values below: Yes No</p>
<p>I/We have actively solicited, through sending letters or initiating personal contact, MWBEs in all feasible and appropriate categories providing subcontracting opportunities for the contract under consideration.</p> <p>.....</p> <p>Type Optional</p> <p>.....</p> <p>Circle one from the response values below: Yes No</p>
<p>I/We have utilized the services of available community organizations and associations, contractors' groups, and trade associations known to publicize contracting and procurement opportunities, for the purpose of obtaining assistance in the contacting and recruitment of MWBEs for the Metropolitan Government contract under consideration.</p> <p>.....</p> <p>Type Optional</p> <p>.....</p> <p>Circle one from the response values below: Yes No</p>
<p>I/We have advertised in publications of general circulation in the Nashville Metropolitan Statistical Area ("MSA"), trade publications and other media owned by, or otherwise focused or marketed to MWBEs, and the advertisement identifies and describes the specific subcontracting or other opportunity in reasonable detail.</p> <p>.....</p> <p>Type Optional</p> <p>.....</p> <p>Circle one from the response values below: Yes No</p>
<p>I/We have conducted discussions with interested MWBEs in good faith, and provided the same willingness to assist MWBEs as has been extended to any other similarly situated subcontractor.</p> <p>.....</p> <p>Type Optional</p> <p>.....</p> <p>Circle one from the response values below: Yes No</p>
<p>I/We have taken steps to ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the obligation to maintain a nondiscriminatory work environment, free of harassment, intimidation, and coercion at all construction sites, offices and other facilities to which employees are assigned to work.</p> <p>.....</p> <p>Type Optional</p>

Affidavits
<p>Target Value .</p> <p>.....</p> <p>Provide your answer below</p>
<p>Enter your State</p> <p>.....</p> <p>Target Value .</p> <p>.....</p> <p>Provide your answer below</p>
<p>Enter your Zip Code</p> <p>.....</p> <p>Target Value .</p> <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</p>

<p>Affidavits</p> <p>projects and contracts funded, in whole or in part, with funds of the Metropolitan Government;</p> <ul style="list-style-type: none"> - 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>Target Value Yes, I so affirm</p> <p>.....</p> <p>Circle one from the response values below:</p> <ul style="list-style-type: none"> Yes, I so affirm No, and am nonresponsive
<p>Affiant affirms that neither 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> <p>.....</p> <p>Circle one from the response values below:</p> <ul style="list-style-type: none"> Yes, I so affirm. No and are non-responsive.
<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:</p> <ul style="list-style-type: none"> Yes, I so affirm. No and are non-responsive.
<p>Iran Divestment Act Affidavit</p> <p>By submission of this offer and in response to the solicitation, offeror(s) and each person signing on behalf of offeror(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the offeror(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:</p> <p>https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf</p> <p>.....</p> <p>Target Value Yes, I so affirm.</p> <p>.....</p> <p>Circle one from the response values below:</p> <ul style="list-style-type: none"> Yes, I so affirm. We cannot so affirm. Therefore, we attach a signed statement setting forth in detail the reasons for non-compliance.

<p>Affidavits</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:</p> <p> Acknowledged.</p> <p> 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>
<p>Evaluation Criteria</p> <p>All submitted proposals should include the following on every page as a header and/or footer</p> <ul style="list-style-type: none"> · RFQ Number · 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>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>EVALUATION CRITERIA</p> <p>.....</p> <p>Type No Response Required</p> <p>Solicitation Acceptance</p>

<p>Evaluation Criteria</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>Contract Acceptance</p> <p>Offeror must indicate your acceptance of the attached contract for this solicitation.</p> <p>If any exceptions are taken, attach a PDF file to your quote identifying the exceptions and labels as Contract Exceptions. If no exceptions to the contract are stated, 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>If exceptions to the contract are stated, evaluation scores will reflect Metro's assessment of the exceptions. Contract exceptions may result in the rejection of 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>Cost Criteria (35 Points)</p> <p>Complete the attached Cost Spreadsheet in the excel format provided. Do not attach a scanned copy of the Cost Spreadsheet. The light orange cell (G14) will be used for cost evaluation. Attach the completed Cost Spreadsheet with your submitted response. The amount of SBE/SDV that will be utilized must be entered in to the attributes table located on the Lines Tab.</p> <p>.....</p> <p>Target Value Have you attached your Cost Spreadsheet?</p> <p>.....</p> <p>Circle one from the response values below: Yes, I have No, I have not</p>
<p>Cost Criteria Score shall be calculated as follows:</p> <p>Lowest Cost receives the maximum points and the other offers are pro-rated.</p> <p>Cost = 80% x Total Points for Cost Criteria = A</p> <p>Highest SBE/SDV participation in dollars receives the maximum points and the other offers are pro-rated.</p>

Evaluation Criteria
<p>SBE/SDV Participation in Dollars = 20% x Total Points for Cost Criteria = B</p> <p>A + B = Cost Criteria Score</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Project Approach and Experience (45 Points)</p> <ul style="list-style-type: none"> · Describe in detail the firm's understanding of the project and how the firm will perform the scope of work. · Describe in detail how you will complete the scope of work in a timely manner. Included in your approach, please make sure to highlight any innovative or progressive concepts for reducing costs, decreasing time for completion, managing the project with minimal disruption to the site, and improving the value of the finished project. · Describe in detail the firm's experience in creating Cultural Landscape Reports (CLR's). · Provide a detailed overview of the firm. Indicate the number of years your firm has been in business. · Demonstrate that your firm has at least five (5) years' experience performing work of similar size, scope and complexity. Failure to represent at least five (5) years' experience will be reflected in your evaluated score. Preference is given to those with experience in dealing with government/public agencies and to those with more recent projects of similar scope. Provide the following minimum information for each project: <ul style="list-style-type: none"> · Project name, geographical location and prime consultant · Owner/client for which the work was performed · Dates of project · Brief scope of project and how it is similar to proposed scope of work · Brief statement as to successes of project, problems encountered and resolution, and general assessment of how well your firm/team performed. <p>*The determination of a project as being of similar size, scope, and complexity, is at the sole discretion of Metro. Metro reserves the right to check any and/or all references for projects submitted.</p> <p>The file is limited to ten (10) pages and should be attached to your response in a PDF format and named "Project Approach and Experience."</p> <p>.....</p> <p>Target Value Have you attached your Project Approach and Experience?</p> <p>.....</p> <p>Circle one from the response values below: Yes, I have. No, I have not.</p>
<p>Risk Mitigation and Capacity (20 Points)</p> <ul style="list-style-type: none"> · Describe in detail any risk associated with the scope of work. · Explain your risk mitigation plan. · Describe in detail how your firm will manage the workload (current and future) to ensure the completion of the projects issued under the resulting contract. · Describe how work for Metro will be prioritized given your current projects and obligations. <p>The file is limited to five (5) pages and should be attached to your response in a PDF format and named "Risk Mitigation and Capacity."</p> <p>.....</p> <p>Target Value Have you attached your Risk Mitigation and Capacity?</p> <p>.....</p> <p>Circle one from the response values below:</p>

Evaluation Criteria
Yes, I have.
No, I have not.

1.4 Attachments

Name	Data Type	Description
Fort Negley Site Plan	File	
Subcontractor Form	File	
Fort Negley Background Information	File	
Fort Negley Cost Spreadsheet	File	Cost Spreadsheet
Information Security Agreement (ISA) Attachments	File	Includes ISA Questionnaire, Matrix, Exhibits, and FAQs

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 respond to selected lines
- 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

2 Price Schedule

2.1 Line Information

Display Rank As **1,2,3...**
 Ranking **Price Only**
 Cost Factors **Supplier**

Suppliers see their response price transformed **Yes**

Line	Item, Rev / Job	Target Quantity	Unit	Unit Price	Amount	Bid Minimum Release Amount
1	Total Evaluated Bid Amount	1	Dollars			

2.2 Line Details

2.2.1 Line 1 Total Evaluated Bid Amount

Category **80100000** Start Price (USD) **Not Specified**
 Shopping Category **Management advisory services** Target Price (USD) **Not Specified**
 Minimum Release Amount (USD) **Not Specified**
 Estimated Total Amount (USD) **Not Specified**

General

Description	Target Value	Response Value
SBE/SDV Amount not Self Performed	\$	
SBE/SDV Amount Self Performed	\$	
Total SBE/SDV Amount	\$	
SBE/SDV Percentage not Self Performed	%	
SBE/SDV Percentage Self Performed	%	
Total SBE/SDV Percentage	%	

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# 1030664 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.

The Metropolitan Government of Nashville and Davidson County "Metro" is seeking a Contractor for the development of a Cultural Landscape Report (CLR) for the Fort Negley Park.

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 upon project completion. 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. Electronic Payment

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

4.5. 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.

4.6. 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. General Liability Insurance

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

7.3. Professional 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 officers, officials, 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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