

Request for Quotation 396518

Title **Search Firm for Nashville General Hospital CEO**
Preview Date **23-JUN-2025 12:10:26** Open Date **23-JUN-2025 12:10:26**
Close Date **24-JUL-2025 14:00:00** Award Date **Not Specified**
Time Zone **Central Time**

Please submit your response to:

Company **METRO_GG**
Buyer **Walker, Sandra**
Location **METRO_GG**
PO BOX 196300
Nashville, TN 37219-6300
United States
Phone **Not Specified**
Fax
Email **Sandra.Walker@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	Search Firm for Nashville General Hospital CEO		
Description	Search Firm for next Nashville General Hospital CEO.		
Preview Date	23-JUN-2025 12:10:26	Open Date	23-JUN-2025 12:10:26
Close Date	24-JUL-2025 14:00:00	Award Date	Not Specified
Time Zone	Central Time	Buyer	Walker, Sandra
Quote Style	Sealed	Email	Sandra.Walker@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 Reference Addr In Solicitation Nashville, TN 37210 United States	Bill-To Address	Bill To: Metro Payment Service Bill To: Metro Payment Service Po Box 196301 Nashville, TN 37219 United States
Payment Terms	N30	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 Metropolitan Code of Laws (M.C.L.) Section 4.12.040, 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</p>

<p>RFP Solicitation (Selection) Method</p> <p>questions or communications concerning this solicitation.</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>Metro reserves the right to make multiple awards for a contract if it is deemed in the best interest of Metro.</p> <p>.....</p> <p>Type No Response Required</p>
<p>Waiver Process</p> <p>Pursuant to Metropolitan Code of Laws (M.C.L.) Section 4.48.115 (Conflicts with Previous Metro Projects), Non-Metro employees who provide services to the metropolitan government regarding the feasibility, cost, design, implementation, or legislative adoption of a particular matter are prohibited from subsequent participation in the procurement process or resultant contract(s) related to that particular matter.</p> <p>Any offeror who may meet the standard of MCL 4.48.115 must disclose this potential conflict to the buyer prior to the solicitation's deadline for questions. This disclosure must include reference to the offeror's prior work on the particular matter, including the specific project and prospective offerors' participation, and the timeframe services were rendered. If the offeror is requesting a waiver from MCL 4.48.115 this must be explicitly stated in the disclosure.</p> <p>Requests for a waiver will be reviewed by the Procurement Standards Board with final decisions published in the news items section of purchasing.nashville.gov.</p> <p>.....</p> <p>Type No Response Required</p>
<p>Commodity Codes</p> <p>This solicitation is being published under the following UNSPSC (United Nations Standard Products and Services Code) Commodity Codes:80111700</p> <p>.....</p> <p>Type No Response Required</p>
<p>Solicitation Objective</p> <p>The objective of this solicitation is to enter into a Metro contract.</p> <p>.....</p> <p>Type No Response Required</p>
<p>Scope Summary</p> <p>The Metropolitan Government of Nashville and Davidson County (Metro) and The Nashville General Hospital (NGH) are soliciting proposals from qualified search firms to conduct for NGH's next Chief Executive Officer (CEO).</p> <p>.....</p> <p>Type No Response Required</p>
<p>Scope Details</p> <p>I. Background</p> <p>The Nashville General Hospital (NGH) Board of Directors and CEO Search Committee are seeking proposals from qualified search firms to enter into a contract purchase agreement to conduct searches in partnership with and on behalf of NGH for executive-level positions on an as-needed basis. The first executive search under the new contract agreement will be for NGH's next Chief Executive Officer (CEO). The CEO search is expected to begin immediately upon execution of a statement of work following the selection of a firm under this RFP. Subject to discussions and consultation with the selected firm, NGH would expect to make an offer to a CEO candidate within 6 months of the selection of the search firm.</p> <p>II. NGH Overview</p>

<p>Scope Details</p> <p>Founded in 1890 as City Hospital, the area's original community hospital, NGH provides quality care for more than 65,000 patients each year, regardless of their ability to pay. Joint Commission accredited, NGH was named the 5th most racially inclusive hospital in the United States by the Lown Institute in 2023.</p> <p>The hospital has withstood Nashville's explosive growth and remains true to its original mission of 100% access to healthcare and zero disparities between populations. Utilizing evidence-based models, NGH is an integrated care delivery system, with over twenty primary and specialty medical practices.</p> <p>NGH is the City of Nashville's safety net hospital and, as such, receives an annual subsidy from the Nashville Metro government. The FY2024/2025 subsidy was \$59.5 million, with the Hospital's total annual budget being approximately \$130 million.</p> <p>NGH is governed by the Metro Hospital Authority Board of Trustees whose 11 members are appointed by the Mayor of Nashville and confirmed by Metro Council.</p> <p>NGH is charged with building and implementing a regional approach to patient care for citizens of Nashville and Davidson County. NGH is specifically tasked with:</p> <ol style="list-style-type: none">1. Engaging and providing access to affordable patient care.2. Being the index hospital for Meharry Medical College.3. Focusing on ending disproportionalities in the population experiencing access to patient care issues. <p>Integrating the perspectives of a wide range of stakeholders across Nashville and Davidson County through a sub-regional planning process that recognizes the unique attributes of communities within Davidson County. The work of NGH is guided by its Mission, Vision, and Values:</p> <p>Mission: To improve the health and wellness of Nashville by providing equitable access to coordinated patient-centered care, supporting tomorrow's caregivers, and translating science into clinical practice.</p> <p>Vision: Leader in exceptional community healthcare – "One neighbor at a time."</p> <p>Values:</p> <p>Compassion to those we serve and to each other.</p> <p>Honesty and integrity in all we say and do.</p> <p>Accountability to society, our community, and each other.</p> <p>Respect and dignity for all humankind.</p> <p>Teamwork to achieve our vision, mission and values.</p> <p>NGH recently adopted a five-year plan which has as its single goal to "Provide access to the community in a way that meets their needs for safety, stability, and health."</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>III. About the Chief Executive Officer (CEO) Position at Nashville General Hospital</p> <p>This CEO position is unique and complex. The CEO is a leader of a safety net hospital and must be an advocate across the political, academic, policy, and patient service provider communities. The CEO will ensure accountability to the public and to people across our community to engage in hospital activities, decision-making processes, financial accountability, and strategic planning. The CEO will lead NGH and partner with service providers to unify and streamline funding and service incorporating best practices, optimizing public funds, using equity-based and data-driven decision-making, and creating alignment across healthcare systems.</p> <p>IV. Scope of Work</p>

Scope Details
<p>The selected Executive Search Firm will provide comprehensive, professional services to support the recruitment and hiring of a new Chief Executive Officer (CEO) for Nashville General Hospital (NGH). The scope of services shall include, but is not limited to, the following:</p> <p>A. Project Planning and Launch</p> <ul style="list-style-type: none">— Conduct initial planning meetings with the NGH Board of Directors, CEO Search Committee, and key stakeholders to understand the organization's mission, culture, leadership needs, and strategic priorities.— Develop and present a tailored work plan and timeline for the entire search process, including milestones, deliverables, and points of engagement.— Assist in the development or refinement of a position profile and ideal candidate attributes, including required qualifications and preferred leadership competencies. <p>B. Stakeholder Engagement</p> <ul style="list-style-type: none">— Facilitate listening sessions with internal and external stakeholders (e.g., NGH leadership, staff, Metro Hospital Authority, Meharry Medical College, community leaders) to ensure the candidate profile aligns with the hospital's needs and values.— Incorporate feedback into search strategy, profile development, and evaluation criteria. <p>C. Candidate Sourcing and Recruitment</p> <ul style="list-style-type: none">— Design and execute a national executive search strategy that includes targeted outreach, advertising, and direct solicitation of qualified candidates from safety net hospitals, academic medical centers, government, and nonprofit sectors.— Emphasize recruitment of diverse candidates from underrepresented backgrounds in alignment with NGH's equity goals.— Maintain transparency with the NGH Search Committee regarding progress, candidate pipeline, and any barriers encountered. <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>D. Candidate Evaluation</p> <ul style="list-style-type: none">— Screen and evaluate candidates through structured interviews, background research, reference checks, and competency assessments.— Present a slate of top candidates to the Search Committee, including comprehensive dossiers that summarize credentials, experience, leadership style, and alignment with NGH's mission.— Facilitate first- and second-round interviews and provide guidance on interview protocols, evaluation tools, and scoring rubrics. <p>E. Support for Internal and Referral Candidates</p> <ul style="list-style-type: none">— Provide equitable consideration to qualified internal candidates or referrals surfaced during the process.— Clearly communicate any impacts of these candidates on the overall search timeline, cost, or deliverables.— Maintain objectivity and transparency throughout. <p>F. Selection and Offer Negotiation</p>

Scope Details

- Support the NGH Search Committee and legal counsel in developing an offer strategy, including compensation benchmarking and negotiation support.
- Assist with background checks, verification of credentials, and final due diligence.

G. Onboarding and Transition Planning

- Support post-offer transition planning and onboarding of the selected CEO.
- Conduct a 30-, 60-, and 90-day follow-up with the placed candidate and NGH leadership to ensure successful integration.
- Provide a one-year guarantee to replace the CEO at no additional cost if the placement terminates for any reason other than organizational restructuring or layoff.

H. Communication and Reporting

- Provide regular status updates (biweekly or as agreed) to the Search Committee and designated project lead.
- Maintain detailed documentation of all outreach, screening, and evaluation activities.
- Ensure all candidate interactions and materials are handled with strict confidentiality and compliance with applicable laws.

I. Compliance and Ethical Standards

- Adhere to all applicable federal, state, and local regulations governing hiring and employment practices.
- Operate in compliance with the Equal Employment Opportunity Commission (EEOC) and the Americans with Disabilities Act (ADA).
- Follow the Code of Ethics of the Association of Executive Search and Leadership Consultants (AESC) or equivalent professional body.

.....
 Target Value .

Type **No Response Required**

**Equal Business Opportunity (EBO) Program
 Requirements**
EBO GOAL

.....
 Type **No Response Required**

Pursuant to the Metro Code of Laws Section 4.46.060 B, **No** Equal Business Opportunity Program Goal is established for this solicitation.

.....
 Type **No Response Required**

Insurance Requirements**Insurance Requirements**

Any offeror receiving an intent to award letter shall be **required** to provide a Certificate of Insurance within **seven (7) calendar days** of receiving the notification in order to proceed with award and execution of a contract.

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.**

Insurance Requirements
In the Certificate Holder section it must read as follows: Purchasing Agent, Metropolitan Government of Nashville and Davidson County, Metro Courthouse, Nashville, TN 37201.
The following insurance(s) shall be required:
.....
Type No Response Required
* General Liability Insurance in the amount of one million (\$1,000,000.00) dollars.
.....
Type No Response Required
* Professional Liability Insurance in the amount of one million (\$1,000,000.00) dollars.
.....
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.
.....
Type No Response Required
Note: Any additional insurance policy listed on the attached draft Contract template are merely provided as examples.
.....
Type No Response Required
Standard Solicitation Requirements
Pre-Offer Meeting
A pre-offer meeting will be held for this solicitation on Tuesday July 8, 2025, at 10:00AM CST.
You must register in advance to provide the following information: your name, email address, phone number, and the name of the company you are representing by clicking on the following link.
https://nashville.webex.com/weblink/register/r958f4ee3bd9323668c301fb3d4a88fcf
Event Password: GMukHfgp627 (46854347 when dialing from a phone or video system)
The contact information provided will generate on the Pre-Offer Attendee List if you attend the meeting.
You will receive a confirmation email invitation after you register with the information needed to participate in the Pre-Offer via Webex that will be added to your calendar. You may participate by click the Webex Link provided in the email confirmation from a computer, tablet, or smartphone.
If you have any issues with registering please contact the Buyer, [Enter Buyer Name, Email Address, and Phone Number].
Metro urges all prospective offerors to attend planned pre-offer meetings.

Standard Solicitation Requirements
<p>.....</p> <p>Type No Response Required</p> <p>Inquiries</p> <p>All inquiries must be submitted by <u>Tuesday July 15, 2025, by 4:30PM Central Time</u> using the online discussions feature of the iSupplier system. Questions will be answered formally via Amendment to the solicitation soon after the deadline for submitting questions. 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>You may contact [Sandra Walker, (615) 862-6707, and sandra.walker@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>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>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>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 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> <p>.....</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>Standard Solicitation Requirements</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>Type No Response Required</p>
<p>Validity of Offers</p> <p>All offers shall be valid for a period of one-hundred and fifty (150) 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>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>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>Type No Response Required</p>
<p>Persons Suspended or Debarred from Procurement</p> <p>Pursuant to Metro Code 4.36.020, a public list of suspended or debarred persons is maintained by the division of purchases. Individuals appearing on said list may not be awarded a Metro contract.</p> <p>Affirmation</p> <p>Do you or any proposed subcontractors appear on the list of suspended or debarred persons?</p> <p>.....</p> <p>Target Value No, neither I or any of my subcontractors appear on the list of suspended or debarred vendors.</p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>No, neither I or any of my subcontractors appear on the list of suspended or debarred vendors.</p> <p>Yes, I or one of my subcontractors appear on the list of suspended or debarred vendors and I am non-responsive.</p>
<p>Subcontractors/Subconsultants</p> <p>Offeror must enter ALL subcontractors/subconsultants/suppliers in the Subcontractor/Subconsultant Form (see attachments below) regardless of their ownership and attach back to the submitted response/quote. All proposed subcontractor/subconsultants and/or suppliers must be registered in iSupplier prior to the</p>

Standard Solicitation Requirements

solicitation deadline. Offeror should identify those subcontractors/subconsultants and/or suppliers that are Small or Service-Disabled Veteran (SBE/SDV) owned, or those that are Minority or Woman owned as appropriate. All known subcontractors/subconsultants and/or suppliers who will perform a portion of this project **must** be listed. SBE/SDV Primes should not enter their participation on this form, rather should enter it in the attributes section of the lines tab of their response, if applicable.

If no subcontractors/subconsultants are being proposed then indicate such on the Subcontractor/Subconsultant Form and attach back to the submitted response/quote.

Failure to attach the Subcontractor/Subconsultant Form to your submitted response/quote may deem your offer non-responsive.

.....
 Target Value **Subcontractor/Subconsultant Form is Attached**
 Type

.....
 Circle one from the response values below:

- Subcontractor/Subconsultant Form is Attached
- No attachment and offer may be deemed non-responsive

SBE/SDV Participation and Misrepresentation

Offerors must acknowledge that they understand the SBE/SDV participation expectations described in the next paragraph.

* **[SBE/SDV Program is NOT applicable to this solicitation]**

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.

Contractor shall enter payments to SBE/SDV and MWBE subcontractors/subconsultants/suppliers as instructed by Metro. Failure to do so may impact payments to Contractor.

.....
 Type

.....
 Circle one from the response values below:

- Acknowledge Participation Expectations and Consequences of Misrepresentation
- No, may be deemed non-responsive

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.

.....

Standard Solicitation Requirements
Type No Response Required
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.
.....
Type No Response Required
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.
.....
Type No Response Required
Vendor Checklist
Offeror must complete the vendor checklist (see attached below) and attach completed document back to the submitted response/quote. Information provided on the completed vendor checklist will be used to development the resulting outcome if issued an intent to award from the solicitation.
<u>Failure to attach the completed Vendor Checklist to your submitted response/quote may deem your offer non-responsive.</u>
.....
Target Value Attached Completed Vendor Checklist
Type
.....
Circle one from the response values below: Attached Completed Vendor Checklist No attachment and offer may be deemed non-responsive
Information Security Agreement
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.
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.
Complete the ISA Questionnaire found at Metro Information Security Agreement (ISA) Questionnaire and attach it with your quote. Using the attached ISA Matrix found at MISA-Exhibit Selection Matrix , determine the applicable ISA Terms and Conditions found at MISA-Exhibits based on your company's completed ISA Questionnaire.
Failure to attach your completed ISA Questionnaire may result in your offer being deemed non-responsive.

Information Security Agreement

For an ITB, failure to accept the applicable ISA Terms and Conditions may result in your offer being deemed non-responsive.

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.

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.

.....
 Target Value **ISA Questionnaire Completed and Terms and Conditions Accepted**
 Type

.....
 Provide your answer below

Evaluation Criteria**EVALUATION CRITERIA**

.....
 Type **No Response Required**

All submitted proposals should include the following on every page as a header and/or footer:

- * **RFQ Number**
- * **RFQ Title**
- * **Proposer Name**
- * **Evaluation Criteria Section Title**
- * **Page Numbers**

Each PDF document should be named the Evaluation Criteria Section Title.

.....
 Type **No Response Required**

Solicitation Acceptance

Offeror must indicate acceptance of the final version of this solicitation as amended. In the likely occurrence that an amendment is issued to the solicitation, you must accept the final amendment for your proposal to be accepted. When an amendment is published you will automatically be notified by the iSupplier system, but you are encouraged to regularly check the solicitation for an amendment. If you have submitted a proposal prior to an amendment, you must resubmit your proposal in response to the amendment to avoid failure to submit or a determination of non-responsiveness. This is required whether your offer is affected by the latest amendment or not.

<p>Evaluation Criteria</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 Published Solicitation Type</p> <p>.....</p> <p>Circle one from the response values below: <input type="radio"/> Accept Final Published Solicitation <input type="radio"/> No, may be deemed non-responsive</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 Accepted Contract as Presented Type</p> <p>.....</p> <p>Circle one from the response values below: <input type="radio"/> Accepted Contract as Presented <input type="radio"/> Attached exceptions taken of contract presented</p>
<p>COST (30 Points)</p> <p>All Offerors are to submit a completed cost spreadsheet with your response to this request for proposal. Leaving blanks on the cost spreadsheet and/or not following the provided format may result in your proposal being deemed non-responsive.</p> <p>Offerors must place the Total Evaluated Contract Amount from the cost spreadsheet on the Lines Tab.</p> <p>The vendor that charges Metro the least percentage to conduct CEO search will receives the maximum points and the other offers are pro-rated.</p> <p>File should be attached as excel and be named Cost Spreadsheet.</p> <p>.....</p> <p>Target Value Attached Cost Spreadsheet Type</p> <p>.....</p> <p>Provide your answer below</p>

Evaluation Criteria
<p>Methodology and Approach (30 Points)</p> <ul style="list-style-type: none">* Offeror shall demonstrate in detail how the requirements and provisions of the scope of this project will be implemented.* Offeror shall present a detailed comprehensive plan for completing the specified work in accordance with the scope.* Offeror shall demonstrate efficient use of staffing, equipment, and technology necessary for providing the services efficiently within the constraints outlined in the scope.* Describe the project management methodology that will be utilized. <p>The file is limited to Fifteen pages and should be attached to your response in a PDF format and named "Methodology and Approach."</p> <p>.....</p> <p>Target Value Attached Methodology and Approach</p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p>
<p>Qualifications and Experience (40 Points)</p> <ul style="list-style-type: none">* Demonstrate, in detail, an overview of your firm's years performing the scope of service (minimum five years of experience).* Demonstrate in detail the team's (prime and sub level) knowledge and project experience in the provision of services related to the project.* Demonstrate in detail the team's (prime and sub level) capacity to perform work.* Clearly define your project team's organizational structure including defined responsibilities (prime and sub level).* Provide resumes of key individuals that will perform work on the project (each resume shall not exceed two pages). Each resume should clearly demonstrate the expertise performing the scope of services and how it is linked to this specific project.

Evaluation Criteria	
*	List all current litigation(s) in which your firm is a defendant (not the legal details).
*	Detail experience on a minimum of three (3) projects of similar size and scope. Identify when the work was completed (preference is given to more recent projects of similar scope). Include the following: <ul style="list-style-type: none"> * Company/agency/department/office for which performed * Dates of project, Type of project, Dollar value * Description of how the scope of this project is linked to the scope of services of responding solicitation. * Owner contact information for the listed projects, including an email address that can be used as reference verification. Bad contact information and/or non-responsive references will be reflected in the scores.
*	Metro reserves the right to check any and/or all contacts for projects, including but not limited to internet search and media reviews, submitted but is not obligated to do so as part of the evaluation.
<p>The file is limited to 20 pages (not including resumes - each resume shall not exceed two pages) and should be attached to your response in a PDF and be named Qualifications and Experience.</p>	
<p>.....</p> <p>Target Value Attached Qualifications and Experience</p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p>	
<p>.....</p>	
Affidavits	
<p>Enter your City</p> <p>.....</p> <p>Target Value Enter City Name Your Company is Located</p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p>	
<p>.....</p>	
<p>Enter your County</p> <p>.....</p> <p>Target Value Enter the County Your Company is Located</p> <p>Type</p>	

Affidavits
Provide your answer below
Enter your State
.....
Target Value Enter the State Your Company is Located
Type
.....
Provide your answer below
Enter your Zip Code
.....
Target Value Enter the Zip Code for Your Company is Located
Type
.....
Provide your answer below
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. Section 4.20.065.
.....
Target Value Yes, I so affirm
Type
.....
Circle one from the response values below: Yes, I so affirm No, and are non-responsive
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. Section 4.28.020.
.....
Target Value Yes, I so affirm
Type
.....
Circle one from the response values below: Yes, I so affirm No, and are non-responsive
Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows:

Affidavits	
*	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 the Covenant of Nondiscrimination is requirement to submit an offer and shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and shall be continuing in nature and shall remain in full force and effect without interruption.
*	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. Section 4.46.070.
.....	
Target Value Yes, I so affirm	
Type	
.....	
Circle one from the response values below:	
Yes, I so affirm	
No, and are non-responsive	
Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows:	
*	No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, gender, or disability when otherwise qualified in connection with any solicitation offer submitted to Metro or the performance of any contract resulting from;
*	That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contact or otherwise interested in contracting with this Company, including various eligible business enterprises;
*	In connection herewith, I/We acknowledge and warrant that this Company has been made aware of, understands and agrees to make good faith efforts to solicit disadvantaged businesses (as defined in M.C.L. Section 4.46) to do business with this Company;
*	That the Covenant of Nondiscrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
*	That the Covenant of Nondiscrimination as made and set forth herein shall be and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain; and
*	That the failure of this Company to satisfactorily discharge any of the Covenant of Nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Metro to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due on a contract.
Should you decline this covenant, your firm/organization will not be allowed to submit an offer to the	

Affidavits
Metropolitan Government of Nashville and Davidson County.
<p>.....</p> <p>Target Value Yes, I so affirm</p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes, I so affirm</p> <p>No, and are non-responsive</p>
<p>Affiant affirms that Contractor's employment practices are in compliance with applicable United States immigrations laws. M.C.L. Section 4.40.060.</p> <p>.....</p> <p>Target Value Yes, I so affirm</p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes, I so affirm</p> <p>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. Section 4.48.080.</p> <p>.....</p> <p>Target Value Yes, I so affirm</p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes, I so affirm</p> <p>No, and are non-responsive</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 Section 12-12-106 (Iran Divestment Act). Referenced website:</p> <p>https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library/</p> <p>.....</p> <p>Target Value Yes, I so affirm</p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes, I so affirm</p> <p>We cannot so affirm. Therefore, we attach a signed statement setting forth in detail the reasons for non-compliance.</p>
<p>Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees:</p>

Affidavits	
<ul style="list-style-type: none"> * Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis; * Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or * Work on property owned by the metropolitan government. 	<p>Such training shall be provided no later than (90) days of the effective date of the contract or (90) days of the employee's start date of employment with affiant if said employment occurs after the effective date of the contract. M.C.L. Section 2.230.020.</p>
<p>.....</p> <p>Target Value Yes, I so affirm</p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes, I so affirm</p> <p>No, and are non-responsive</p>	
<p>Affiant affirms that Contractor is not currently, and will not for the duration of the awarded Contract, engage in a boycott of Israel for any awarded contract that meets the following criteria:</p> <ul style="list-style-type: none"> * Has total potential value of two hundred fifty thousand (\$250,000) or more; * Affiant has ten (10) or more employees 	
<p>.....</p> <p>Target Value Yes, I so affirm</p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes, I so affirm</p> <p>We cannot so affirm. Therefore, we attach a signed statement setting forth in detail the reasons for non-compliance.</p>	
<p>Affiant affirms that offeror is and will remain in compliance with the provisions of Chapter 4.12 of the Metro Procurement Code and the contents of its offer as submitted. Affiant further affirms that offeror understands that failure to remain in such compliance shall constitute a material breach of its agreement with the Metropolitan Government.</p>	
<p>.....</p> <p>Target Value Yes, I so affirm</p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes, I so affirm</p> <p>No, and are non-responsive</p>	
<p>And Further Affiant Sayeth Not:</p> <p>Name of Company Officer:</p> <p>.....</p> <p>Target Value Enter Name of Company Officer</p> <p>Type</p>	

Affidavits
..... Provide your answer below
Title: Target Value Enter Officer Title Type Provide your answer below
The provision of false information is a material breach. Target Value Acknowledged Type Circle one from the response values below: Acknowledged Our offer is non-responsive
<i>If the principal officer cannot so attest, the offer will be determined non-responsive.</i> Type No Response Required

1.4 Attachments

Name	Data Type	Description
Subcontractor Form	File	
Vendor Checklist	File	
IT Environment	File	
Cost Spreadsheet	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 respond to selected lines
- ☒ Suppliers are allowed to provide multiple responses
- ☐ Suppliers are allowed to submit Multiple Active Responses
- ☐ Allow Quote Withdrawal
- ☐ Buyer may close the negotiation before the Close Date
- ☒ Buyer may manually extend the negotiation while it is open
- ☐ Allow Alternate Lines on Supplier Responses
- ☐ Allow Staggered Awarding

2 Price Schedule

2.1 Line Information

Display Rank As 1,2,3...
Ranking Price Only

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

2.2 Line Details

2.2.1 Line 1 Total Evaluated Contract Amount

Category	80111700	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

General

Description	Target Value	Response Value
Total Evaluated Contract Amount <i>Numeric Value only</i>	0	

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,*
 - *Exhibit A - [Enter Description (i.e. Hourly Rates)]*
 - *Exhibit B - [Enter Description (i.e. Task Details)]*
 - *Exhibit C - [Enter Description (i.e. ISA Terms and Conditions)]*
- *The solicitation documentation for RFQ# [Enter Number] and affidavit(s) (all made a part of this contract by reference),*
- *Purchase Orders (and PO Changes),*
- *CONTRACTOR's response to the solicitation,*
- *Equal Business Opportunity (EBO) 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 fully defined in the solicitation and as outlined in Exhibit B – Scope of Services.

2.2. Delivery and/or Installation.

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

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

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

3. CONTRACT TERM

3.1. Contract Term

The Contract Term will begin on the date (the "Effective Date") of [insert date here], or the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office, whichever date last occurs. This Contract Term will end (60) months from the Effective Date.

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 Effective Date.

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 Effective Date of this Contract. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the Effective Date of this Contract.

4.5. Electronic Payment

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

4.6. Invoicing Requirements

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

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

4.7. Subcontractor/Subconsultant Payments

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

5. TERMINATION

5.1. Breach

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

5.2. Lack of Funding

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

5.3. Notice

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

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

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

6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. CONTRACTOR certifies 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. Equal Business Opportunity (EBO) 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 Equal Business Opportunity (EBO) Program documents shall be part of each applicable solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the Equal Business Opportunity (EBO) 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.

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.

7.5. General Liability Insurance

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

7.6. 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.

7.7. Abuse and Molestation Liability Insurance

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

7.8. Cyber Liability Insurance

In the amount of four million (\$4,000,000.00) dollars.

7.9. Technological Errors and Omissions Liability Insurance

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

7.10. Garage Keepers Liability Insurance

In the amount of four million (\$4,000,000.00) dollars.

7.11. 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.

7.12. 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:

PROCUREMENTCOI@NASHVILLE.GOV

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 CONDITONS

8.1. Taxes

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

8.2. 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 a format chosen by METRO. 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.

Any information provided to the CONTRACTOR, including information provided by METRO customers or citizens, is only to be used to fulfill the contracted services. Any additional information that is inferred or determined based on primary information that is provided to the CONTRACTOR, i.e. "second-order data", is only to be used to fulfill the contracted services. This information is not to be used for marketing or commercial purposes and the CONTRACTOR asserts no rights to this information outside of fulfilling the contracted services. Storage of this information is not allowed outside United States' jurisdiction.

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 goods, records, reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR of any of its subcontractors; and, all other original works of authorship, whether created by METRO, CONTRACTOR or any of its subcontractors embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of

Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to Metro. Contractor and its subcontractors grant Metro a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license, with rights to sublicense through multiple levels of sublicenses, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

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. Boycott of Israel

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

8.19. 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.

8.20. Ethical Standards

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

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

8.21. 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.

8.22. 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.

8.23. Assignment--Consent Required

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

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

PRG@NASHVILLE.GOV (Preferred Method)

OR

METRO'S PURCHASING AGENT

PROCUREMENT DIVISION

DEPARTMENT OF FINANCE

PO BOX 196300

NASHVILLE, TN 37219-6300

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

8.24. 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.

8.25. 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.

8.26. 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.

8.27. Venue

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

8.28. 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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