

# **Metro** Procurement Nashville



## **Council Report for Monthly Contract Abstracts**

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**May 2015**



# Contract Amendment Abstract

Solicitation Title: Riverfront Landing Construction

Amendment Summary: The contract term has been amended to end upon successful project completion.

Contract Number: 331438                      Amendment #1                      Solicitation Number: 608836

Contracting Firm: Blakley Construction Services, LLC

Address 1: P.O. Box 100853

Address 2:

City: Nashville

State: TN                      Zip: 37210

Contract Includes:				
MBE	WBE	SBE	SDV	DBE#
		X		

Contact: Lloyd Soeters

Email Address: lsoeters@blakleyservices.com

Phone #: 615-642-8981

E1#: 716459

Contract Type: Design-Build-Construction (Includes A&E)

Solicitation Method: Request for Proposal\*\*

Contract Start Date: 12/31/2013

End Date: At Project Completion

Purchasing Staff: Terri Troup

BAO Staff: Michelle Lane

Fund: 48009
BU #: 40482010

Previous Contract Estimated Value: \$5,176,501.00

Amendment Amount: \$0.00

New Contract Estimated Value: \$5,176,501.00

## Notes:

\* **Invitations to Bid (ITB)** are awarded the lowest cost bidder, meeting specifications and scheduled delivery requirements. Awards are modified only by small business and/or Service disabled veteran owned business inclusion as required by Code.

\*\* **Requests for Proposals (RFP)** are awarded to the offeror with the highest total score for the predetermined and weighted evaluation criteria. Cost is only one of several evaluation criteria.

+ **Sole Source** awards are made where there is only one source or brand that can provide the commodity or service. Examples would include proprietary or OEM replacement parts..

\*\* **Emergency** Purchases are purchases to address immediate health, safety, or general welfare needs for the public.

# **DBE** designated firms are reported for some state funded and all federally funded projects.



# Contract Amendment Abstract

Solicitation Title: Interior Renovation of Two Buildings at Omohundro South Facility

Amendment Summary: This amendment covers the increase in costs to address the code deficiencies and equipment that failed during operations or testing as required by the Codes department and the Fire Marshal. The contract value increased by \$26,898.52 due to the changes detailed in this amendment.

Contract Number: 337566                      Amendment #1                      Solicitation Number: 524675

Contracting Firm: Knestrick Contractor, Inc.

Address 1: 2617 Grandview Avenue

Address 2: Suite 100

City: Nashville

State: TN                      Zip: 37211

Contract Includes:				
MBE	WBE	SBE	SDV	DBE#
	X	X		

Contact: Melissa A. Krantz

Email Address: mkrantz@knestrick.com

Phone #: 615-346-0230

E1#: 470885

Contract Type: Task/Project Specific Firm Price

Solicitation Method: Invitation to Bid\*

Contract Start Date: 3/31/2014

End Date: 3/30/2019

Purchasing Staff: Kevin Edwards

BAO Staff: Jerval Watson

Fund: 47410
BU #: 65490112

Previous Contract Estimated Value: \$1,127,000.00

Amendment Amount: \$26,898.52

New Contract Estimated Value: \$1,153,898.52

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# Contract Abstract



Solicitation Title: Computer Hardware and Software

Contract Summary: The provision of computer hardware and software.

Contract Number: 355070

Solicitation Number: 641894

Contracting Firm: Dell Marketing LP

Address 1: One Dell Way

Address 2:

City: Round Rock

State: TX Zip: 78682

Contact: Lauren D. Newberry

Email Address: lauren\_newberry@dell.com

Phone #: 512-723-1325

E1#: 414737

Contract Includes:  
MBE WBE SBE SDV DBE<sup>#</sup>

Contract Type: IDIQ (Indefinite Delivery/Indefinite Quantity)

Solicitation Method: Request for Proposal\*\*

Contract Start Date: 4/1/2015

End Date: 3/31/2020

Purchasing Staff: Sara Sloane

BAO Staff: Michelle Lane

Contract Life's  
Est. Value: \$70,000,000.00  
Fund: various  
BU #: various

Summary of Competing Offerors	Score (RFP only)	Cost	Status
Dell	100	70,000,000	Awarded
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers

## Notes:

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# Contract Abstract



Solicitation Title: Survey Contracts: To provide Various Land Survey Services

Contract Summary: The provision of various land survey services Metro-Wide

Contract Number: 356353

Solicitation Number: 681029

Contracting Firm: HFR, Inc.

Address 1: 241 Centerview Drive

Address 2: Suite 300

City: Brentwood

State: TN Zip: 37027

Contact: Lynn Clements

Email Address: lclements@hfrdesign.com

Phone #: 615-370-8500

E1#: 171525

Contract Includes:				
MBE	WBE	SBE	SDV	DBE <sup>#</sup>
X	X	X		

Contract Type: IDIQ (Indefinite Delivery/Indefinite Quantity)

Solicitation Method: Request for Proposal\*\*

Contract Start Date: 5/8/2015

End Date: 5/7/2020

Purchasing Staff: Sara Sloane

BAO Staff: Jerval Watson

Contract Life's
Est. Value: \$250,000
Fund: 10101
BU #: 15151000

Summary of Competing Offerors	Score (RFP only)	Cost	Status
Barge Waggoner	94	N/A	Awarded
Civic	87	N/A	Awarded
DBS	56	N/A	Evaluated, Not Selected
Gresham	76	N/A	Evaluated, Not Selected
Hart Freeland	87	N/A	Awarded
James + Assoc	53	N/A	Evaluated, Not Selected
Littlejohn	83	N/A	Awarded
Ragan-Smith	83	N/A	Awarded

### Notes:

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# Contract Abstract



Solicitation Title: Survey Contracts: to Provide Various Land Survey Services

Contract Summary: The provision of land survey services Metro-Wide

Contract Number: 356355

Solicitation Number: 681029

Contracting Firm: Ragan-Smith & Associates, Inc.

Address 1: 315 Woodland Street

Address 2:

City: Nashville

State: TN Zip: 37206

Contact: Joseph Griffin

Email Address: jgriffin@ragansmith.com

Phone #: 615-2448591

E1#: 171674

Contract Includes:				
MBE	WBE	SBE	SDV	DBE <sup>#</sup>
	x	x		x

Contract Type: IDIQ (Indefinite Delivery/Indefinite Quantity)

Solicitation Method: Request for Proposal\*\*

Contract Start Date: 5/13/2015

End Date: 5/12/2020

Purchasing Staff: Sara Sloane

BAO Staff: Jerval Watson

Contract Life's
Est. Value: \$250,000
Fund: 10101
BU #: 15151000

Summary of Competing Offerors	Score (RFP only)	Cost	Status
Barge Waggoner	94	N/A	Awarded
Civic	87	N/A	Awarded
DBS	56	N/A	Evaluated, Not Selected
Gresham	76	N/A	Evaluated, Not Selected
Hart Freeland	87	N/A	Awarded
James + Assoc.	53	N/A	Evaluated, Not Selected
Littlejohn	83	N/A	Awarded
Ragan-Smith	83	N/A	Awarded

## Notes:

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# Contract Abstract



Solicitation Title: Survey Contracts: to Provide Various Land Survey Services

Contract Summary: The provision of land survey services Metro-Wide

Contract Number: 356355

Solicitation Number: 681029

Contracting Firm: Civic Engineering and Information Technologies, Inc.

Address 1: 25 Lindsley Avenue

Address 2:

City: Nashville

State: TN Zip: 37210

Contact: Jennifer Ogden

Email Address: ogdenj@civicinc.com

Phone #: 615-425-2000 ext 232

E1#: 490550

Contract Includes:				
MBE	WBE	SBE	SDV	DBE#
	x			

Contract Type: IDIQ (Indefinite Delivery/Indefinite Quantity)

Solicitation Method: Request for Proposal\*\*

Contract Start Date: 5/8/2015

End Date: 5/7/2020

Purchasing Staff: Sara Sloane

BAO Staff: Jerval Watson

Contract Life's
Est. Value: \$250,000
Fund: 10101
BU #: 15151000

Summary of Competing Offerors	Score (RFP only)	Cost	Status
Barge Waggoner	94	N/A	Awarded
Civic	87	N/A	Awarded
DBS	56	N/A	Evaluated, Not Selected
Gresham	76	N/A	Evaluated, Not Selected
Hart Freeland	87	N/A	Awarded
James + Associates	53	N/A	Evaluated, Not Selected
Littlejohn	83	N/A	Awarded
Ragan-Smith	83	N/A	Awarded

## Notes:

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# Contract Abstract



Solicitation Title: Survey Contracts: to Provide Various Land Survey Services

Contract Summary: The provision of land survey services Metro-Wide

Contract Number: 356356

Solicitation Number: 681029

Contracting Firm: Littlejohn Engineering Associates Inc.

Address 1: 1935 21st Avenue South

Address 2:

City: Nashville

State: TN Zip: 37212

Contact: Robert Searson

Email Address: rsearson@leainc.com

Phone #: 615-385-4144

E1#: 171894

Contract Includes:				
MBE	WBE	SBE	SDV	DBE#
				x

Contract Type: IDIQ (Indefinite Delivery/Indefinite Quantity)

Solicitation Method: Request for Proposal\*\*

Contract Start Date: 5/8/2015

End Date: 5/7/2020

Purchasing Staff: Sara Sloane

BAO Staff: Jerval Watson

Contract Life's
Est. Value: \$250,000
Fund: 10101
BU #: 15151000

Summary of Competing Offerors	Score (RFP only)	Cost	Status
Barge Waggoner	94	N/A	Awarded
Civic	87	N/A	Awarded
DBS	56	N/A	Evaluated, Not Selected
Gresham	76	N/A	Evaluated, Not Selected
Hart Freeland	87	N/A	Awarded
James + Assoc	53	N/A	Evaluated, Not Selected
Littlejohn	83	N/A	Awarded
Ragan-Smith	83	N/A	Awarded

## Notes:

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# Contract Abstract



Solicitation Title: Feline Supplies

Contract Summary: Provide feline supplies for Metro Animal Control.

Contract Number: 357229

Solicitation Number: 718078

Contracting Firm: Art Pancake's Rent-All Inc., DBA Tusculum Feed Center

Address 1: 5025 Nolenville Road

Address 2:

City: Nashville

State: TN Zip: 37211

Contact: Joe Pancake

Email Address: artpancakes@gmail.com

Phone #: 615-832-1234

E1#: 218454

Contract Includes:  
 MBE WBE SBE SDV DBE#

Contract Type: IDIQ (Indefinite Delivery/Indefinite Quantity)

Solicitation Method: Invitation to Bid\*

Contract Start Date: 4/17/2015

End Date: 4/16/2020

Purchasing Staff: Vada Brown

BAO Staff: Michelle Lane

Contract Life's  
 Est. Value: \$335,000.00  
 Fund: 10101  
 BU #: 38151222

Summary of Competing Offerors	Score (RFP only)	Cost	Status
Art Pancake's Rent-All Inc.,DBA Tusculum Feed	674	67460.00	Awarded
n/a	n/a	n/a	No Other Offers
n/a	n/a	n/a	No Other Offers
n/a	n/a	n/a	No Other Offers
n/a	n/a	n/a	No Other Offers
n/a	n/a	n/a	No Other Offers
n/a	n/a	n/a	No Other Offers
n/a	n/a	n/a	No Other Offers

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# Contract Abstract



Solicitation Title: Early Intervention Services

Contract Summary: The provision of services to Ryan White Part A eligible clients who reside in the Nashville TGA counties (Cannon, Cheatham, Davidson, Dickson, Hickman, Macon, Robertson, Rutherford, Smith, Sumner, Trousdale, Williams, Wilson). Services are to be implemented according to Nashville TGA Standards of Care (attached hereto and incorporated herein by reference), the HRSA National Monitoring Standards

Contract Number: 357508

Solicitation Number: 648956

Contracting Firm: Street Works

Address 1: 520 Sylvan Street

Address 2:

City: Nashville

State: TN Zip: 37208

Contact: Ron Crowder

Email Address: rcrowder@street-Works.org

Phone #: 615-259-7676

E1#: 547724

Contract Includes:  
MBE WBE SBE SDV DBE#

Contract Type: Grant

Solicitation Method: Request for Proposal\*\*

Contract Start Date: 3/1/2015

End Date: 2/29/2015

Purchasing Staff: Sara Sloane

BAO Staff: Michelle Lane

Contract Life's  
Est. Value: \$59,400  
Fund: 32200  
BU #: 38351137

Summary of Competing Offerors	Score (RFP only)	Cost	Status
Nashville Cares	100	114,596	Awarded
Street Works	95	59,400	Awarded
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers

### Notes:

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\***Sole Source** awards are made where there is only one source or brand that can provide the commodity or service. Examples would include proprietary or OEM replacement parts..

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# Contract Abstract



Solicitation Title: Early Intervention Services for Ryan White Program

Contract Summary: The provision of early intervention services to Ryan White MAI eligible clients who reside in the Nashville TGA.

Contract Number: 357547

Solicitation Number: 648956

Contracting Firm: Street Works

Address 1: PO Box 60037

Address 2:

City: Nashville

State: TN Zip: 37206

Contact: Ron Crowder

Email Address: rcrowder@street-works.org

Phone #: 615-259-7676

E1#: 547724

Contract Includes:  
 MBE WBE SBE SDV DBE#

Contract Type: Grant

Solicitation Method: Request for Proposal\*\*

Contract Start Date: 3/1/2015

End Date: 2/29/2016

Purchasing Staff: Sara Sloane

BAO Staff: Michelle Lane

Contract Life's  
 Est. Value: \$58,278  
 Fund: 32200  
 BU #: 38351137

Summary of Competing Offerors	Score (RFP only)	Cost	Status
Nashville Cares	95	31,200	Awarded
Street Works	95	62,500	Awarded
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers

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# Contract Abstract



Solicitation Title: Medical Case Management Services for the Ryan White Grant Program  
 Contract Summary: The provision of medical case management services to Ryan White Part A eligible clients who reside in the Nashville TGA.

Contract Number: 357548

Solicitation Number: 648958

Contracting Firm: Street Works

Address 1: PO Box 60037

Address 2:

City: Nashville

State: TN Zip: 37206

Contact: Ron Crowder

Email Address: rcrowder@street-works.org

Phone #: 615-259-7676

E1#: 547724

Contract Includes:  
 MBE WBE SBE SDV DBE#

Contract Type: Grant

Solicitation Method: Request for Proposal\*\*

Contract Start Date: 3/1/2015

End Date: 2/29/2016

Purchasing Staff: Sara Sloane

BAO Staff: Michelle Lane

Contract Life's  
 Est. Value: \$206,100  
 Fund: 32200  
 BU #: 38351137

Summary of Competing Offerors	Score (RFP only)	Cost	Status
Meharry	91	100,823	Awarded
Nashville CARES	98	895,800	Awarded
Street Works	90	256,700	Awarded
Vanderbilt	90	66,430	Awarded
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers

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# Contract Abstract



Solicitation Title: LENTZ Bi-Directional Amplifier

Contract Summary: Contract for ongoing engineering, installation, maintenance and repair of a Bi-Directional Amplifier system to enhance in-building reception of Metro Nashville's 800MHz public safety radio frequencies within the new LENTZ Health Center.

Contract Number: 357997

Solicitation Number: 674019

Contracting Firm: Nashville Communications Inc.

Address 1: 748 Fesslers Lane

Address 2:

City: Nashville

State: TN Zip: 37210

Contact: Juan Padila

Email Address: juan@nashville.comm.com

Phone #: 615-255-5670 ext. 105

E1#: 235566

Contract Includes:  
MBE WBE SBE SDV DBE<sup>#</sup>

Contract Type: IDIQ (Indefinite Delivery/Indefinite Quantity)

Solicitation Method: Invitation to Bid\*

Contract Start Date: 04/08/2015

End Date: 04/07/2020

Purchasing Staff: Stephen Pitman

BAO Staff: Michelle Lane

Contract Life's  
Est. Value: \$37748.73

Fund: 32200

BU #: "◆ □,◆◆◆5□□4◆F

Summary of Competing Offerors	Score (RFP only)	Cost	Status
Nashville Communications Inc.	NA	37748.73	Awarded
NA	NA	NA	No Other Offers
NA	NA	NA	No Other Offers
NA	NA	NA	No Other Offers
NA	NA	NA	No Other Offers
NA	NA	NA	No Other Offers
NA	NA	NA	No Other Offers
NA	NA	NA	No Other Offers

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A Matter #:A-33173

# Contract Abstract



Solicitation Title: Medical Case Management for the Ryan White Program

Contract Summary: The provision of medical case management to Ryan White Part A eligible clients who reside in the Nashville TGA.

Contract Number: 358303

Solicitation Number: 648958

Contracting Firm: Vanderbilt University

Address 1: 1161 21st Avenue South

Address 2:

City: Nashville

State: TN Zip: 37232

Contract Includes:  
MBE WBE SBE SDV DBE#

Contact: John Plummer

Email Address: john.p.plummer@vanderbilt.edu

Phone #: 615-343-2667

E1#: 723376

Contract Type: Grant

Solicitation Method: Request for Proposal\*\*

Contract Start Date: 3/1/2015

End Date: 2/29/2016

Purchasing Staff: Sara Sloane

BAO Staff: Michelle Lane

Contract Life's  
Est. Value: \$66,430  
Fund: 32200  
BU #: 38351137

Summary of Competing Offerors	Score (RFP only)	Cost	Status
Meharry	91	100,823	Awarded
Nashville Cares	98	895,800	Awarded
Street Works	90	206,100	Awarded
Vanderbilt	90	66,430	Awarded
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers

**Notes:**

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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 Vanderbilt University, by and through its Vanderbilt University Medical Center("CONTRACTOR") located at 1161 21st Avenue South, Nashville, TN 37232. This contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document and affidavit(s),*
- *The solicitation documentation (RFQ#648958) (made a part of this contract by reference),*
- *Purchase orders (and PO Changes),*
- *CONTRACTOR's response to solicitation,*
- *Nashville TGA Notice of Grant Award*
- *HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs, National Monitoring Standards for Ryan White Part A Grantees*

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 services defined in the solicitation per the terms and conditions identified in the solicitation.

The provision of services to Ryan White Part A eligible clients who reside in the Nashville TGA counties (Cannon, Cheatham, Davidson, Dickson, Hickman, Macon, Robertson, Rutherford, Smith, Sumner, Trousdale, Williams, Wilson). Services are to be implemented according to Nashville TGA Standards of Care (attached hereto and incorporated herein by reference), the HRSA National Monitoring Standards (attached hereto and incorporated herein by reference), and as outlined in the RFQ#645931.

**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 term of this contract will begin on March 1, 2015. The initial contract term will end February 29, 2016 with the option to renew for periods of one (1) year annually and not to exceed a total of sixty (60) months. Yearly renewal will be contingent upon CONTRACTOR'S provision of documentation of satisfactory program performance and utilization and amended grant budgets.

Such renewal shall be accomplished annually by letter. The option to extend shall be exercised by and in the discretion of the Purchasing Agent. In no event shall the term of this contract, including extensions, exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office. METRO is not obligated to reimburse for services that were performed outside of the contract term.

#### **3.2. COMPENSATION**

##### **3.2.1. Contract Value**

This contract has an estimated value of \$774,081. The Grant Budget attached hereto and incorporated herein shall constitute the maximum amount due the CONTRACTOR for services and all CONTRACTOR'S obligations hereunder. CONTRACTOR shall be paid monthly as work is completed and METRO is accordingly, invoiced.

##### **3.2.2. 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 45 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 45 days.

##### **3.2.3. Electronic Payment**

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

##### **3.2.4. Travel Compensation**

Reimbursement to the CONTRACTOR for travel, meals or lodging shall be subject to amounts and limitations specified in the "Metro Comprehensive Travel Regulations," as they are amended from time to time and subject to the Grant Budget.

### **4. TERMINATION**

#### **4.1. 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 have the right to terminate the contract. In advance of any

such termination, METRO will allow VANDERBILT ten (10) business days following notice to address any identified issue. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

#### **4.2. Lack of Funding**

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

#### **4.3. Notice**

METRO may terminate this contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this contract, the 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.

### **5. NONDISCRIMINATION**

#### **5.1. Metro's Nondiscrimination Policy**

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

#### **5.2. 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 handicap and/or disability, age, race, color, religion, sex, national origin, 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 Proposers 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.

#### **5.3. Covenant of Nondiscrimination**

Your firm has committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to [Nashville.gov](http://Nashville.gov) and visit the Procurement or Business Assistance web pages (it is NOT necessary to resubmit this with each bid/proposal/contract).

#### **5.4. Letter of Intent to Perform as a Subcontractor/Joint Venture**

In the event that CONTRACTOR proposes to use subcontractors, sub-consultants, suppliers and/or joint ventures, a letter of intent signed by the contractor, subcontractor, sub-consultant, supplier, and/or joint venturer must be submitted to METRO by the end of the second business day following issuance of the intent to award letter. Only subcontractors listed in the submittal for each individual solicitation offer may be employed for that work. Substitute subcontractors may only be used with prior notice and written approval from METRO and the Business Assistance Office ("BAO")."

**5.5. Registration and Certification**

To be considered for the purpose of being responsive, the subcontractor, subconsultant, supplier and/or joint venturer must be registered online with METRO by the individual solicitation due date

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

CONTRACTOR assures METRO that all services provided through this Contract 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.

**6. INSURANCE**

**6.1. 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, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured on the general liability coverage. CONTRACTOR may provide all required coverage through its program of self-insurance.

**6.2. Products Liability Insurance**

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

**6.3. General Liability Insurance**

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

**6.4. Automobile Liability Insurance**

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

**6.5. 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).

**6.6. 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 the 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 agreement, 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 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.

**6.7. 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 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 the agreement 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 maintain 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.

## **7. Special Terms and Conditions**

### **7.1. Conflicting Terms and Conditions**

Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.

### **7.2. Equipment Acquisition**

This Grant Contract does not involve the acquisition and disposition of equipment over \$5,000 acquired with funds provided under this Grant Contract.

### **7.3. Workpapers Subject to Review**

The CONTRACTOR shall make all audit, accounting, or financial analysis workpapers, notes, and other documents directly related to CONTRACTOR's performance under this Contract available for review by METRO or their representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this contract.

### **7.4. Third Party Revenues**

If third party revenues are included as part of the grant budget, any income generated by, or received for, this Grant and collected by the CONTRACTOR shall be reported to METRO and used to offset authorized grant expenditures. If the CONTRACTOR fails to generate those third party revenues budgeted as a funding source for this Grant, then the amount of funds payable to the CONTRACTOR shall be reduced by that unearned amount.

The CONTRACTOR may initiate a written request for budget revision to program-generated income collected in excess of that budgeted. Subject to the conditions that (1) the revision is necessary for attaining or enhancing grant goals, and (2) the CONTRACTOR has requested and received prior written approval of METRO. Unless such revision is approved by METRO, a corresponding reduction in payments by METRO will be made to reflect the additional reductions.

### **7.5. Confidentiality of Records**

If third party revenues are included as part of the grant budget, any income generated by, or received for, this Grant and collected by the CONTRACTOR shall be reported to METRO and used to offset authorized grant expenditures. If the CONTRACTOR fails to generate those third party revenues budgeted as a funding source for this Grant, then the amount of funds payable to the CONTRACTOR shall be reduced by that unearned amount.

The CONTRACTOR may initiate a written request for budget revision to program-generated income collected in excess of that budgeted. Subject to the conditions that (1) the revision is necessary for attaining or enhancing grant goals, and (2) the CONTRACTOR has requested and received prior written approval of METRO. Unless such revision is approved by METRO, a corresponding reduction in payments by METRO will be made to reflect the additional reductions.

#### **7.6. Public Notices**

All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the CONTRACTOR and created using grant funds as provided herein, shall include the statement, "This project is funded by the Health Resources and Services Administration (HRSA) under an agreement with the Metro Public Health Department of Nashville/Davidson County."

#### **7.7. Debarment and Suspension**

The CONTRACTOR certifies, to the best of its knowledge and belief, that it and its employees providing services under this Contract: a.) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency; b.) have not within a three (3) year period preceding this Grant been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; c.) are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses detailed in section b. of this certification; and d.) have not within a three (3) year period preceding this Grant had one or more public transactions (Federal, State or Local) terminated for cause or default.

#### **7.8. HIPAA Compliance**

The CONTRACTOR shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

a. CONTRACTOR warrants that is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

CONTRACTOR warrants that it will cooperate with METRO and Metro Public Health Department, including cooperation and coordination with privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Grant Contract so that both parties will be in compliance with HIPAA.

#### **7.9. Reporting and Record Keeping**

### Reporting Requirements

All Part A funded agencies are required to submit reports/electronic data files to HRSA and MPHD. Agencies remitting past due reports are subject to penalties. These penalties may include withholding of administrative expenses. In addition, agencies reporting late 2 or more consecutive months may be subject to further penalties. The following listed reports/data files and plans are due on a monthly, quarterly and/or annual basis:

- Budgets - Budget forms must be completed in a 12 month format. Updated budgets shall be submitted to MPHD for review and approval as requested by MPHD. (Attachments G). If funding is increased or decreased during a grant year, an amended budget shall be submitted to MPHD for review and approval as requested by MPHD.
- Initial and Quarterly Implementation Plans. Initial report is due within five business days from the issuance of the intent to award and must reflect the award amount for each service funded. Quarterly reports, including a narrative, are to be submitted by the fifteenth (15) day of the month following each quarter of the contract year. This is a program review that summarizes the activities of each funded subcontractor, including progress made towards achieving the program's goals, objectives and outcomes. This report is cumulative (Attachments D and E). If a budget is amended for a service area, an undated initial plan may be requested by MPHD.
- An annual report of expenditure of funds for women, infants, children and youth with HIV disease - WICY report. March 1, 2015 - February 28, 2016 reporting of HIV/AIDS clients who are women, infants, children or youth will be documented using a standardized form (Attachment F). Report to be submitted by the end of May following the end of the funding cycle.
- Service Specific Reports. Reports are submitted in a quarterly, semiannual, or annual basis to document aspects of performance. See Attachment X for more details and specific reporting requirements.
- Performance Measures Report. Reports are submitted on a quarterly, semi-annual or annual basis. Please see Attachment O for more detail.
- Quality Management Plans. Plans are to be submitted by April 1, 2015.
- Quality Improvement Projects. Projects are to be submitted by November 1, 2015.

### Data Reporting Requirements

- Quarterly Provider Data Export Data (PDE) is to be submitted electronically by the tenth (10) day of the month following each quarter of the calendar year (Jan. - March, April- June, July - Sept, Oct. -Dec.) The data elements are prescribed by MPHD and shall be burned to a disk and picked up in person by the Research Analyst at MPHD.
- Ryan White HIV/AIDS Program Services Report (RSR). RSR is due once a year to be due one month prior to the HRSA deadline. Reports shall be submitted electronically, directly to HRSA at <https://performance.hrsa.gov/hab>. Since contracts overlap two calendar years and RSRs cover one calendar year, there may be times when a CBO is not funded in the subsequent grant year. A RSR will be required from the agency for the funded period.

Providers are required to report client level data according to the most current version of the RSR. This includes using data elements and terms as defined by the RSR and requires that providers are to be able to assign RSR defined unique client identifiers and are able to distinguish in the data system services utilization by funding source and by grant year.

### Constraints on the Contractor

The Contractor shall employ staff who meet staff requirements specified in the Nashville TGA Standards of Care and whose responsibilities will relate solely to performance of the Part A service per the MPHD approved service budget.

**7.10. Requirement of Status as Medicaid Provider**

CONTRACTORS that provide services that are reimbursable through Medicaid (TennCare) are required to become a Medicaid provider. Providers that are not currently authorized as a Medicaid provider must provide documentation and demonstrate progress toward becoming a provider.

**7.11. Payer of Last Resort/Supplementation/Supplantation**

CONTRACTORS are required to expend Ryan White funds as payer of last resort. Expenditure of funds is allowable to supplement existing resources and not supplant. Ryan White Part A funds prohibit funds from being utilized to replace other HIV/AIDS funding sources. These funds are meant to be supplemented, not supplanted.

**7.12. Provider Meetings**

CONTRACTORS are required to attend monthly Part A meetings or other special called meeting scheduled by METRO in which dissemination of information and technical assistance will occur. CONTRACTORS will be notified in advance of meeting dates and location.

**7.13. Communications**

The CONTRACTOR is required to ensure that Ryan White Part A materials are easily accessible for consumers at their service sites.

The CONTRACTOR is required to respond to Metro Public Health Department requests in timeframe specified by the Metro Public Health Department.

**7.14. Memorandum of Understanding(s)**

CONTRACTORS are required to have a Memorandum of Understandings with other providers of Ryan White services who are points of entry for the continuum of care. Memorandum of Understandings must be written and signed by a person authorized to commit resources for the provider. Memorandums of Understandings must be with organizations that provide case management, substance abuse, homeless shelters, batter women shelters, and Children's Social Service Agencies regardless of funding source or participation in the Ryan White continuum of care for the Nashville Davidson County Transitional Grant Area.

**7.15. Expenditure of Funds**

Ryan White funds for grant year March 1, 2015- February 29, 2016 must be spent down to 1 -1.5% of grant award. CONTRACTORS are responsible for monitoring and ensuring that awarded funds will be spent in a timely manner. Based on monthly financial invoicing, METRO will determine that sufficient progress is made in achieving Legislative expenditure requirements. Should METRO determine that progress towards expenditures indicate failure to comply with this requirement, METRO is authorized to modify contracted budget amounts. CONTRACTORS are also subject to METRO desk audits to ensure that funds are properly spent and documented.

**7.16. Quality Management**

CONTRACTORS must develop a quality management/improvement plan with priorities to including, but not limited to, data collection, meeting client needs, and agency administrative performance. The plan must meet Metro Public Health Department requirements. In addition, the CONTRACTOR must participate in Ryan White Part A quality management activities.

Quality management plans are due 30 days after the grant cycle begins and any revisions to the quality management plan should be submitted within 30 days of the date of the revisions. Quality improvement plans are due November 1, 2015.

**7.17. Needs Assessment**

CONTRACTORS must participate in Ryan White Part A needs assessment activities.

**7.18. Evaluation Activities**

CONTRACTORS must participate in Ryan White Part A evaluation activities.

**7.19. Personnel Activities**

CONTRACTORS must notify METRO within 3 business days of resignation of key administrative personnel (i.e., CEO, COO, and Fiscal Director).

**7.20. Reporting of Significant Events**

*a.* The CONTRACTOR shall provide documentation of negative findings from monitoring conducted by a federal grant funder within three business days of findings.

*b.* The CONTRACTOR shall notify METRO within three business days of critical financial events such as:

1. CONTRACTOR unable to submit audit,
2. A federal agency has stopped or restricted payments to CONTRACTOR,
3. CONTRACTOR inability to make payroll,
4. CONTRACTOR's board has applied restrictions or requested corrective action regarding fiscal responsibilities.

**7.21. Grant Requirements**

1. Funds may not be used by CONTRACTORS or subcontractors for the purchase of vehicles without written MPHD approval.

2. CONTRACTORS are prohibited from using Ryan White HIV/AIDS Program funds to support Syringe Services Programs, inclusive of syringe exchange, access, and disposal.

3. A nominal amount of grant funds may be used to provide gift cards be used to provide for participant incentives with MPHD written approval but may not be redeemed for cash or used for unallowable items including (but not limited to) purchase of alcohol, tobacco, illegal drugs or other substances, or firearms. CONTRACTOR institutions are required to establish institutional policies and procedures for providing incentives to project participants. At a minimum the institutional policy must address, potential Internal Revenue Service (IRS) tax implications, the cost basis used to determine that the amount is consistent with the impact participation poses on the daily life of the

project participant. The policy must identify an annual limit to any one individual. Institutional procedures must include a provision that individual recipients of gift card incentives sign a statement acknowledging and agreeing to the purpose(s) of and restrictions (unallowable costs) on the incentive. The CONTRACTOR institution has the primary responsibility for developing and adhering to their organizational participant incentive policy and maintaining appropriate documentation for each participant gift card. Failure to comply with this requirement can result in suspension and/or termination of this award, withholding of support, audit disallowances, and or other appropriate action.

4. Circulars A-87 and A-122 regarding cost principles. If your organization is eligible to be a covered entity under Section 340B of the Public Health Service Act, and the assessment shows that participating in the 340B Drug Pricing Program and its Prime Vendor Program is the most economical and reasonable manner of purchasing or reimbursing for covered outpatient drugs (as defined in that section), failure to participate may result in a negative audit finding, cost disallowance, or grant funding offset.

5. Minimum WICY Expenditures: Part A CONTRACTORS are required to use a minimum amount/percentage of their award to provide services to women, infants, children and youth (WICY). The minimum set-aside amounts/percentages for each eligible metropolitan area/transitional grant area (EMA/TGA) must be determined separately for each priority population, and may not be less than the percentage the ratio of each population to the total number of persons estimated to be living with AIDS within the EMA/TGA.

6. In accordance with the Ryan White HIV/AIDS Program client eligibility determination and recertification requirements (Policy 13-02), HRSA expects clients' eligibility be assessed during the initial eligibility determination, at least every six months, and at least once a year (whether defined as a 12-month period or calendar year) to ensure that the program only serves eligible clients, and that the Ryan White HIV/AIDS Program is the payer of last resort. CONTRACTORS are not allowed to provide Ryan White services under presumptive eligibility; eligibility must be confirmed prior to enrollment/recertification.

7. The CONTRACTOR is required to meet specific requirements regarding the monitoring of both their grant and their provider/sub-CONTRACTORS as detailed in the *National Monitoring Standards for Ryan White CONTRACTORS*.

8. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <http://www.hrsa.gov/grants/trafficking.htm>.

9. Important Notice: The Central Contractor registry (CCR) has been replaced. The General Services Administration has moved the CCR to the System for Award Management (SAM) on July 30, 2012. To learn more about SAM please visit <https://www.sam.gov>. It is incumbent that you, as the recipient, maintain the accuracy/currency of your information in the SAM at all times during which your entity has an active award or an application or plan under consideration by HRSA, unless your entity is exempt from this requirement under 2 CFR 25.110. Additionally, this term requires your entity to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information. This requirement flows down to subrecipients. Note: SAM information must be updated at least every 12 months to remain active (for both CONTRACTORS and sub-recipients). Grants.gov will reject submissions from applicants with expired registrations. It is advisable that you do not wait until the last minute to register in SAM or update your information. According to the SAM Quick Guide for CONTRACTORS

([https://www.sam.gov/sam/transcript/SAM\\_Quick\\_Guide\\_Grants\\_Registrations-v1.6.pdf](https://www.sam.gov/sam/transcript/SAM_Quick_Guide_Grants_Registrations-v1.6.pdf)), an entity's registration will become active after 3-5 days. Therefore, check for active registration well before the application deadline.

## 8. GENERAL TERMS AND CONDITIONS

### 8.1. Taxes

Contract Purchase Agreement 358303,  
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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. Record Maintenance**

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 the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at 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.

**8.3. 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.

**8.4. 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.

**8.5. 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.

**8.6. 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.

**8.7. 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

**8.8. Compliance with Laws**

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations. The requirements of 48 CFR section 3.908 (found at <http://www.ecfr.gov>) implementing section 828 of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" apply to this award. This notice requires that CONTRACTORS inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712 in the predominant native language of the workforce. The details of 41 U.S.C. 4712 can be found at <http://uscode.house.gov/browse.xhtml>. (regarding 48 CFR section 3.908, note that use of the term "contract," "contractor," "subcontract," or "subcontractor" for the purpose of this term, should read as "grant," "CONTRACTOR," "subgrant," or "subcontractor").

**8.9. 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.

**8.10. 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.

**8.11. Indemnification and Hold Harmless**

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

A. Any claims, damages, costs, and attorneys' fees for injuries or damages arising, or alleged to arise, in part or in whole, from the 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:

- i. Which are negligent; or
- ii. Which result in violation of the federal or state civil rights statutes (such as 42 U.S.C. § 1983); or
- iii. Which arise directly from or out of the negligent selection, supervision, or retention of Contractor's employees or subcontractors even if the resulting harm arises from intentional acts of Contractor's employees or subcontractors so long as the indemnification is consistent with Tennessee law.

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. 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 METRO will not indemnify, defend or hold harmless in any fashion the CONTRACTOR from any claims, regardless of any language in any attachment or other document that the CONTRACTOR may provide.

**8.12. Attorney Fees**

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of the 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.

**8.13. 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.

**8.14. 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.

**8.15. 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.

**8.16. 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 the CONTRACTOR may provide.

**8.17. Budget Line Items**

Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The CONTRACTOR may request revisions of Grant Budget line items by letter, giving full details supporting such requests, provided that such revisions do not increase the total Grant Contract amount. Grant Budget line item revisions may not be made without prior, written approval of METRO in which terms of the approved revisions are explicitly set forth. Any increase in the total Grant Contract amount shall require a contract amendment.

**8.18. Disbursement Reconciliation and Close Out**

The CONTRACTOR shall submit a grant disbursement reconciliation report within thirty calendar days (30) following the end of the Grant Contract. Said report shall be in form and substance acceptable to the Metro Public Health Department. METRO will not be responsible for the payment of invoices that are submitted after the final grant disbursement reconciliation report.

The CONTRACTOR must close out its accounting records at the end of the grant period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

**8.19. Indirect Cost**

Should the CONTRACTOR request reimbursement for indirect cost, the CONTRACTOR must submit to METRO a copy of the indirect cost rate approved by the cognizant federal agency and Metro, and the methodology to determine the indirect cost rate. The CONTRACTOR will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the CONTRACTOR makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the grant period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and Metro. If the indirect cost rate is provisional during the term of this agreement, once the rate becomes final, the CONTRACTOR agrees to remit any overpayment of funds to Metro, and subject to the availability of funds Metro agrees to remit any underpayment to the CONTRACTOR.

**8.20. Payment of Invoice**

The payment of the invoice by METRO shall not prejudice METRO's right to object to or question any invoice or matter in relation thereto. Such payment by METRO shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.

The CONTRACTOR shall submit invoices ten (10) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the CONTRACTOR. Invoices submitted more than ten (10) days after such date may NOT be paid. METRO will not deem such CONTRACTOR costs to be allowable and reimbursable by METRO unless, at the sole discretion of, the failure to submit a timely invoice is warranted. The CONTRACTOR shall submit a special, written request for reimbursement with any such untimely invoices. The

request must detail the reason the invoices is untimely as well as the CONTRACTOR' plan for submitting future invoices as required, and it must be signed by a CONTRACTOR agent that would be authorized to sign this Grant contract.

**8.21. Unallowable Costs**

The CONTRACTOR's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.

**8.22. Deductions**

METRO reserves the right to deduct from amounts which are or shall become due and payable to the CONTRACTOR under this or any Contract between the CONTRACTOR and METRO any amounts which are or shall become due and payable to METRO.

**8.23. Required Approvals**

METRO is not bound by this Grant Contract until it is reviewed by and has been so signed and filed, this contract shall be effective as of the date first written above.

**8.24. Conflicts of Interest**

The CONTRACTOR warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of Metro or United Way as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to CONTRACTOR in connection with any work contemplated or performed relative to this Grant Contract.

**8.25. Gratuities and Kickbacks**

Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a - 7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully:

(A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service; OR

(B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item ...For which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.

**8.26. Lobbying**

Contract Purchase Agreement 358303

1

The CONTRACTOR certifies, to the best of its knowledge and belief, that:

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

#### **8.27. Public Accountability**

The HHS Appropriations Act requires that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all CONTRACTORs receiving Federal funds, including but not limited to State and local governments, shall clearly state the percentage of the total costs of the program or project which will be financed with Federal money, the dollar amount of Federal funds for the project or program, and percentage and a dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

If this Grant Contract involves the provision of services to citizens by the CONTRACTOR on behalf of the Metro Public Department of Health, the CONTRACTOR agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the CONTRACTOR agrees to display a sign stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL FREE HOTLINE: 1-800-232-5454.

#### **8.28. Licensure**

The CONTRACTOR and its employees and/or all sub-grantors shall be licensed pursuant to all applicable Federal, State and local laws, ordinances, rules and regulations and shall upon request provide proof of all licenses

#### **8.29. Annual Report and Audit**

Office of Management and Budget (OMB) circular A-133 requires CONTRACTORs and sub-CONTRACTORs that spend more than \$500,000 of funds in a given year of Federal awards to conduct a single or program-specific audit for that year. The audits must be submitted to the Federal Audit Clearinghouse either 30 days after receipt of the auditor's report(s) or nine months after the end of the entity's fiscal year (FY) end date; In addition, pursuant to section 2605 (a)(10), every two (2) years the chief elected official must submit copies of all OMB A-133 audits regarding funds expended under Part A to the Part B lead State agency under section 2617(b)(4). The State will forward audits collected from Part A, B, C, and D CONTRACTORs/sub-CONTRACTORs to HRSA where they

will be posted in their entirety on the HRSA web site. Therefore, CONTRACTORS will be provided instructions separately on the process and deadline for submitting electronic copies of audits to the lead State agency. Submit audits, if required, in accordance with OMB Circular A-133, to: Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street, Jefferson, IN 47132 PHONE: (310) 457-1551, (800)253-0696 toll free <http://harvester.census.gov/sac/facconta.htm>

**8.30. Procurement**

If other terms of this Grant Contract allow reimbursement for the costs of goods, materials, supplies, equipment under \$5,000 and/or services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. Further if such reimbursement is to be made with funds derived wholly or partially from federal sources the determination of cost shall be governed by and reimbursement shall be subject to the CONTRACTOR's compliance with applicable federal procurement requirements.

The CONTRACTOR shall obtain prior approval from Metro before purchasing any equipment under this Grant Contract.

**8.31. Heading**

Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**8.32. Venue**

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

**8.33. 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.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number 358303

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

All notices to METRO shall be mailed or hand delivered to

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

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: *VANDERBILT UNIVERSITY*  
Attention: *Libby D. Salberg, Office of Contract Management*  
Address: *3319 West End Ave, Ste. 100  
Nashville TN 372036869*  
Telephone: *615-322-2281*  
Fax:  
E-mail: *research.contracts@vanderbilt.edu*

*copy to:  
Carol M. Smith  
Comprehensive Care Clinic  
719 Thompson Lane  
Ste 37189  
Nashville TN 37204  
615-875-7857  
carol.m.smith@vanderbilt.edu*

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: *Libby D. Salberg*  
Attention: *as above*  
Address:

[SPACE INTENTIONALLY LEFT BLANK]

Contract Number 358303

**Effective Date**

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

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

**APPROVED AS TO PROJECT SCOPE:**

DocuSigned by:  
William S. Paul, MD, MPH  
Dept / Agency / Comm Head or Board Chair  
DEADDF89C8FE495...  
DS  
DH  
Dept Fin.

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

DocuSigned by:  
Jeff L. Gossage  
Purchasing Agent  
7D9F8E023C9F4E2...  
DS  
SS  
Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

DocuSigned by:  
Richard M. Kiebeling  
Director of Finance  
7556BA2CE3F243A...  
DS  
TLR  
QMB  
DS  
RH  
HA

**APPROVED AS TO FORM AND LEGALITY:**

DocuSigned by:  
Josh Lee  
Metropolitan Attorney  
D780C15B265B41E...  
DS  
BL  
Insurance

**FILED BY THE METROPOLITAN CLERK:**

DocuSigned by:  
Shannon Hall  
Metropolitan Clerk  
9B5C65C8671146F...  
Date  
5/11/2015

**CONTRACTOR**

Vanderbilt University  
Company Name

C. Wright Pinson  
Signature of Company's Contracting Officer

C. Wright Pinson, MD, MBA  
Officer's Name

Deputy Vice Chancellor for Health Affairs  
Officer's Title

John F. Manning, Jr.  
Associate Vice Chancellor for Health Affairs  
Senior Associate Dean for Operations and Administration  
Assistant Professor of Medical Education and Administration  
Chief Administrative Officer

Recommended by:  
Stephen P. Raffanti

Stephen P. Raffanti, MD, MPH  
Medical Director, Comprehensive Care Clinic

Contract Signature Page

Reviewed for Signature  
Contracts Mgmt

Contract Analyst

**ATTACHMENT G - MEDICAL CASE MANAGEMENT - Vanderbilt Comprehensive Care Clinic  
GRANT BUDGET SUMMARY  
(BUDGET FORM/PAGE 2)**

<b>ADDITIONAL IDENTIFICATION INFORMATION AS NECESSARY</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning March 1, 2015 and ending February 29, 2016</b>				
<b>Line-Item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries	45,710.00	0.00	45,710.00
2	Benefits & Taxes	11,382.00	0.00	11,382.00
3	Professional Fee/ Grant & Award	0.00	0.00	0.00
4	Supplies	1,197.00	0.00	1,197.00
5	Telephone	1,188.00	0.00	1,188.00
6	Postage & Shipping	253.00	0.00	253.00
7	Occupancy	0.00	0.00	0.00
8	Equipment Rental & Maintenance	0.00	0.00	0.00
9	Printing & Publications	0.00	0.00	0.00
10	Travel/ Conferences & Meetings	0.00	0.00	0.00
11	Interest	0.00	0.00	0.00
12	Insurance	0.00	0.00	0.00
13	Specific Assistance To Individuals	0.00	0.00	0.00
14	Depreciation	0.00	0.00	0.00
15	Other Non-Personnel	660.00	0.00	660.00
16	Capital Purchase	0.00	0.00	0.00
17	Indirect Cost	6,039.00	0.00	6,039.00
18	In-Kind Expense	0.00	0.00	0.00
19	<b>GRAND TOTAL</b>	<b>66,430.00</b>	<b>0.00</b>	<b>66,430.00</b>

**ATTACHMENT G - MEDICAL CASE MANAGEMENT (continued) - VCCC**  
**GRANT BUDGET LINE-ITEM DETAIL**  
(BUDGET FORM/PAGE 3)

<b>SALARIES</b>	<b>AMOUNT</b>
J. Ruble, Social work MCM, 12 months @ .435 FTE of \$54,080.04	\$23,524.82
T. Stringer, Social work MCM, 12 months @ .435 FTE of \$51,000.96	\$22,185.42
<b>TOTAL ROUNDED</b>	<b>\$45,710</b>

<b>BENEFITS</b>	<b>AMOUNT</b>
J. Ruble, MCM, \$24,725 x 24.9% FBR	\$5,857.68
T. Stringer, MCM, \$20,000 x 24.9% FBR	\$5,524.17
<b>TOTAL ROUNDED</b>	<b>\$11,382</b>

<b>TELEPHONE</b>	<b>AMOUNT</b>
1 phone lines/voice mail @ \$39/month + \$5/mo long distance/month (\$528); basic cell phone for social worker of the day to be available at all times to medical providers, \$55/month service (\$660)	\$1,188.00
<b>TOTAL</b>	<b>\$1,188</b>

<b>POSTAGE</b>	<b>AMOUNT</b>
To contact clients not reached by phone, mail materials - 44 pieces mail/month @ \$.48 each x 12 mos.	\$253.44
<b>TOTAL</b>	<b>\$253</b>

<b>OFFICE SUPPLIES</b>	<b>AMOUNT</b>
\$99.79/month for routine office supplies such as paper, folders, and printer cartridges to print educational materials.	1,197.48
<b>TOTAL</b>	<b>\$1,197</b>

<b>OTHER NON-PERSONNEL - COMPUTER RELATED EXPENSES</b>	<b>AMOUNT</b>
Computer maintenance and network charges @ \$55/month x 1 computer x 12 months	660.00
<b>TOTAL</b>	<b>\$660</b>

INDIRECT COSTS AT 10% \$6,039

**TOTAL REQUEST MEDICAL CASE MANAGEMENT \$66,430**

**Budget Narrative (Attachment G Form #4)****Medical Case Management****Salaries – Total \$45,710**

Social Work MCMs J. Ruble (.435 FTE of \$54,080, \$23,525), and T. Stringer (.435 FTE of \$51,001, \$22,185) provide social work medical case management services for patients; they develop and monitor patient care plans, assist eligible patients in applying for HDAP and TennCare, provide referrals for services not available at the VCCC, and coordinate with community based organizations to link eligible patients with needed social support services.

**Fringe Benefits – Total \$11,382**

Calculated at 24.9% of salary expenses ( $\$45,710 \times .249 = \$11,382$ ). Fringe benefits include FICA; retirement; disability, life, health, and unemployment insurance; and workers' compensation.

**Telephone – Total \$1,188**

With almost 1 full FTE, we request 1 phone line with voice mail @ \$39/month each plus \$5/month in long distance charges –  $\$44 \times 12 \text{ months} = \$528$ ; basic cell phone for social worker of the day to be available at all times to medical providers –  $\$55/\text{month service} \times 12 \text{ months} = \$660$ .

**Postage – Total \$253**

For stamps and metered mail to contact clients not reached by phone and to mail materials; 44 pieces mail/month @ \$.48 each x 12 months = \$253.

**Office Supplies – Total \$1,197**

Office supplies such as paper, folders, and printer cartridges to print educational and clinic materials @ \$99.79/month x 12 months = \$1,197.

**Other Non-Personnel – Computer Related Expenses – Total \$660**

With almost 1 full FTE, we request computer maintenance and network charges for one computer for 1 year @ \$55/month x 12 months = \$660.

**Indirect Costs – Total \$6,039**

Indirect costs at \$6,039, 10% of direct costs of \$60,391, as allowed under Ryan White (see Vanderbilt's indirect cost rate agreement).

**Total Budget for Medical Case Management – \$66,430**



Certificate of Insurance					Issue Date: 12/30/14			
Producer	Self Insurance Vanderbilt University Medical Center c/o Risk and Insurance Management 2100 West End Avenue, Suite 700 Nashville, TN 37203			This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.				
Insured	Vanderbilt University by and through Vanderbilt University Medical Center 2100 West End Avenue, Suite 700 Nashville, TN 37203							
				<b>COMPANIES AFFORDING COVERAGE</b>				
				Company Letter A Vanderbilt Self Insured Trust				
				Company Letter B Vanderbilt Self Insured Workers Compensation				
				Company Letter C				
				Company Letter D				
<b>Coverages</b>								
This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein are subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.								
Co Ltr.	Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	Limits			
A	<b>General Liability</b>		Self-Insured Trust #32	07/01/14	07/01/15	General Aggregate		\$2,000,000
	<input checked="" type="checkbox"/>	Commercial General Liability				Products-Comp/Op Aggr		\$1,000,000
	<input type="checkbox"/>	Claims Made				Personal & Adv. Injury		\$1,000,000
	<input checked="" type="checkbox"/>	Occurrence				Each Occurrence		\$1,000,000
	<input type="checkbox"/>	Owner's & Contractor's Prot.				Med. Exp. (Any one person)		\$5,000
	<input type="checkbox"/>							
	<b>Automobile Liability</b>					Combined Single Limit		
	<input type="checkbox"/>	Any Auto				Bodily Injury (Per person)		
	<input type="checkbox"/>	All Owned Autos				Bodily Injury (Per accident)		
	<input type="checkbox"/>	Scheduled Autos				Property Damage		
	<input type="checkbox"/>	Hired Autos						
	<input type="checkbox"/>	Non-Owned Autos						
	<b>Excess Liability</b>					Each Occurrence		
	<input type="checkbox"/>	Umbrella Form				Aggregate		
	<input type="checkbox"/>	Other than Umbrella Form						
B	<input checked="" type="checkbox"/> Workers' Compensation and Employers' Liability		Self Insured	07/01/14	07/01/15	Statutory Limits		x
						Employers Liability Per occurrence		\$100,000
	<input type="checkbox"/> Other Professional Liability							
Description of Operations/Locations/Vehicles/Special Items Re: Ryan White Part A grants								
Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds for general liability as required by contract								
<b>Certificate Holder</b>					<b>Cancellation</b>			
Metropolitan Government of Nashville and Davidson County Metro Courthouse Nashville, TN 37201					Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.			
					Authorized Representative  <i>Melissa Ahler</i>			



A Matter #:A-33181

# Contract Abstract



Solicitation Title: Outpatient Ambulatory Services for Ryan White

Contract Summary: The provision of outpatient ambulatory services to eligible Ryan White Part A clients in the Nashville TGA

Contract Number: 358310

Solicitation Number: 645931

Contracting Firm: Vanderbilt University

Address 1: 1161 21st Avenue South

Address 2:

City: Nashville

State: TN Zip: 37232

Contact: John Plummer

Email Address: john.p.plummer@vanderbilt.edu

Phone #: 615-343-2667

E1#: 723376

Contract Includes:  
MBE WBE SBE SDV DBE#

Contract Type: Grant

Solicitation Method: Request for Proposal\*\*

Contract Start Date: 3/1/2015

End Date: 2/29/2016

Purchasing Staff: Sara Sloane

BAO Staff: Michelle Lane

Contract Life's  
Est. Value: \$774,081  
Fund: 32200  
BU #: 38351137

Summary of Competing Offerors	Score (RFP only)	Cost	Status
Meharry Wellness	93	246,627	Awarded
Vanderbilt	90	774,081	Awarded
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers

### Notes:

\* **Invitations to Bid (ITB)** are awarded the lowest cost bidder, meeting specifications and scheduled delivery requirements. Awards are modified only by small business and/or Service disabled veteran owned business inclusion as required by Code.

\*\***Requests for Proposals (RFP)** are awarded to the offeror with the highest total score for the predetermined and weighted evaluation criteria. Cost is only one of several evaluation criteria.

\***Sole Source** awards are made where there is only one source or brand that can provide the commodity or service. Examples would include proprietary or OEM replacement parts..

\*\***Emergency Purchases** are purchases to address immediate health, safety, or general welfare needs for the public.

\***DBE** designated firms are reported for some state funded and all federally funded projects.

## 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 Vanderbilt University, by and through its Vanderbilt University Medical Center("CONTRACTOR") located at 1161 21st Avenue South, Nashville, TN 37232. This contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document and affidavit(s),*
- *The solicitation documentation (RFQ#645931) (made a part of this contract by reference),*
- *Purchase orders (and PO Changes),*
- *CONTRACTOR's response to solicitation,*
- *Nashville TGA Notice of Grant Award*
- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs, National Monitoring Standards for Ryan White Part A Grantees

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 services defined in the solicitation per the terms and conditions identified in the solicitation.

The provision of services to Ryan White Part A eligible clients who reside in the Nashville TGA counties (Cannon, Cheatham, Davidson, Dickson, Hickman, Macon, Robertson, Rutherford, Smith, Sumner, Trousdale, Williams, Wilson). Services are to be implemented according to Nashville TGA Standards of Care (attached hereto and incorporated herein by reference), the HRSA National Monitoring Standards (attached hereto and incorporated herein by reference), and as outlined in the RFQ#648958.

#### 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 term of this contract will begin on March 1, 2015. The initial contract term will end February 29, 2016 with the option to renew for periods of one (1) year annually and not to exceed a total of sixty (60) months. Yearly renewal will be contingent upon CONTRACTOR'S provision of documentation of satisfactory program performance and utilization and amended grant budgets.

Such renewal shall be accomplished annually by letter. The option to extend shall be exercised by and in the discretion of the Purchasing Agent. In no event shall the term of this contract, including extensions, exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office. METRO is not obligated to reimburse for services that were performed outside of the contract term.

#### **3.2. COMPENSATION**

##### **3.2.1. Contract Value**

This contract has an estimated value of \$66,430. The Grant Budget attached hereto and incorporated herein shall constitute the maximum amount due the CONTRACTOR for services and all CONTRACTOR'S obligations hereunder. CONTRACTOR shall be paid monthly as work is completed and METRO is accordingly, invoiced.

##### **3.2.2. 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 45 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 45 days.

##### **3.2.3. Electronic Payment**

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

##### **3.2.4. Travel Compensation**

Reimbursement to the CONTRACTOR for travel, meals or lodging shall be subject to amounts and limitations specified in the "Metro Comprehensive Travel Regulations," as they are amended from time to time and subject to the Grant Budget.

### **4. TERMINATION**

#### **4.1. 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 have the right to terminate the contract. In advance of any

such termination, METRO will allow VANDERBILT ten (10) business days following notice to address any identified issue. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

#### **4.2. Lack of Funding**

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

#### **4.3. Notice**

METRO may terminate this contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this contract, the 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.

### **5. NONDISCRIMINATION**

#### **5.1. Metro's Nondiscrimination Policy**

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

#### **5.2. 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 handicap and/or disability, age, race, color, religion, sex, national origin, 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 Proposers 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.

#### **5.3. Covenant of Nondiscrimination**

Your firm has committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to [Nashville.gov](http://Nashville.gov) and visit the Procurement or Business Assistance web pages (it is NOT necessary to resubmit this with each bid/proposal/contract).

#### **5.4. Letter of Intent to Perform as a Subcontractor/Joint Venture**

In the event that CONTRACTOR proposes to use subcontractors, sub-consultants, suppliers and/or joint ventures, a letter of intent signed by the contractor, subcontractor, sub-consultant, supplier, and/or joint venturer must be submitted to METRO by the end of the second business day following issuance of the intent to award letter. Only subcontractors listed in the submittal for each individual solicitation offer may be employed for that work. Substitute subcontractors may only be used with prior notice and written approval from METRO and the Business Assistance Office ("BAO")."

**5.5. Registration and Certification**

To be considered for the purpose of being responsive, the subcontractor, subconsultant, supplier and/or joint venturer must be registered online with METRO by the individual solicitation due date.

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

CONTRACTOR assures METRO that all services provided through this Contract 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.

**6. INSURANCE**

**6.1. 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, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured on the general liability coverage. CONTRACTOR may provide all required coverage through its program of self-insurance.

**6.2. Products Liability Insurance**

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

**6.3. General Liability Insurance**

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

**6.4. Automobile Liability Insurance**

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

**6.5. 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).

**6.6. 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 the 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 agreement, 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 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.

**6.7. 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 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 the agreement 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 maintain 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.

## **7. Special Terms and Conditions**

### **7.1. Conflicting Terms and Conditions**

Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.

### **7.2. Equipment Aquisition**

This Grant Contract does not involve the acquisition and disposition of equipment over \$5,000 acquired with funds provided under this Grant Contract.

### **7.3. Workpapers Subject to Review**

The CONTRACTOR shall make all audit, accounting, or financial analysis workpapers, notes, and other documents directly related to CONTRACTOR's performance under this Contract available for review by METRO or their representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this contract.

### **7.4. Third Party Revenues**

If third party revenues are included as part of the grant budget, any income generated by, or received for, this Grant and collected by the CONTRACTOR shall be reported to METRO and used to offset authorized grant expenditures. If the CONTRACTOR fails to generate those third party revenues budgeted as a funding source for this Grant, then the amount of funds payable to the CONTRACTOR shall be reduced by that unearned amount.

The CONTRACTOR may initiate a written request for budget revision to program-generated income collected in excess of that budgeted. Subject to the conditions that (1) the revision is necessary for attaining or enhancing grant goals, and (2) the CONTRACTOR has requested and received prior written approval of METRO. Unless such revision is approved by METRO, a corresponding reduction in payments by METRO will be made to reflect the additional reductions.

### **7.5. Confidentiality of Records**

If third party revenues are included as part of the grant budget, any income generated by, or received for, this Grant and collected by the CONTRACTOR shall be reported to METRO and used to offset authorized grant expenditures. If the CONTRACTOR fails to generate those third party revenues budgeted as a funding source for this Grant, then the amount of funds payable to the CONTRACTOR shall be reduced by that unearned amount.

The CONTRACTOR may initiate a written request for budget revision to program-generated income collected in excess of that budgeted. Subject to the conditions that (1) the revision is necessary for attaining or enhancing grant goals, and (2) the CONTRACTOR has requested and received prior written approval of METRO. Unless such revision is approved by METRO, a corresponding reduction in payments by METRO will be made to reflect the additional reductions.

#### **7.6. Public Notices**

All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the CONTRACTOR and created using grant funds as provided herein, shall include the statement, "This project is funded by the Health Resources and Services Administration (HRSA) under an agreement with the Metro Public Health Department of Nashville/Davidson County."

#### **7.7. Debarment and Suspension**

The CONTRACTOR certifies, to the best of its knowledge and belief, that it and its employees providing services under this Contract: a.) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency; b.) have not within a three (3) year period preceding this Grant been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; c. are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses detailed in section b. of this certification; and d. have not within a three (3) year period preceding this Grant had one or more public transactions (Federal, State or Local) terminated for cause or default.

#### **7.8. HIPAA Compliance**

The CONTRACTOR shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

a. CONTRACTOR warrants that is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

CONTRACTOR warrants that it will cooperate with METRO and Metro Public Health Department, including cooperation and coordination with privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Grant Contract so that both parties will be in compliance with HIPAA.

#### **7.9. Reporting and Record Keeping**

**Reporting Requirements**

All Part A funded agencies are required to submit reports/electronic data files to HRSA and MPHD. Agencies remitting past due reports are subject to penalties. These penalties may include withholding of administrative expenses. In addition, agencies reporting late 2 or more consecutive months may be subject to further penalties.

The following listed reports/data files and plans are due on a monthly, quarterly and/or annual basis:

- Budgets - Budget forms must be completed in a 12 month format. Updated budgets shall be submitted to MPHD for review and approval as requested by MPHD. (Attachments G). If funding is increased or decreased during a grant year, an amended budget shall be submitted to MPHD for review and approval as requested by MPHD.
- Initial and Quarterly Implementation Plans. Initial report is due within five business days from the issuance of the intent to award and must reflect the award amount for each service funded. Quarterly reports, including a narrative, are to be submitted by the fifteenth (15) day of the month following each quarter of the contract year. This is a program review that summarizes the activities of each funded subcontractor, including progress made towards achieving the program's goals, objectives and outcomes. This report is cumulative (Attachments D and E). If a budget is amended for a service area, an undated initial plan may be requested by MPHD.
- An annual report of expenditure of funds for women, infants, children and youth with HIV disease - WICY report. March 1, 2015 - February 28, 2016 reporting of HIV/AIDS clients who are women, infants, children or youth will be documented using a standardized form (Attachment F). Report-to be submitted by the end of May following the end of the funding cycle
- Service Specific Reports. Reports are submitted in a quarterly, semiannual, or annual basis to document aspects of performance. See Attachment X for more details and specific reporting requirements.
- Performance Measures Report. Reports are submitted on a quarterly, semi-annual or annual basis. Please see Attachment O for more detail.
- Quality Management Plans. Plans are to be submitted by April 1, 2015.
- Quality Improvement Projects. Projects are to be submitted by November 1, 2015

**Data Reporting Requirements**

- Quarterly Provider Data Export Data (PDE) is to be submitted electronically by the tenth (10) day of the month following each quarter of the calendar year (Jan. - March, April- June, July. - Sept., Oct. -Dec.) The data elements are prescribed by MPHD and shall be burned to a disk and picked up in person by the Research Analyst at MPHD.
- Ryan White HIV/AIDS Program Services Report (RSR). RSR is due once a year to be due one month prior to the HRSA deadline. Reports shall be submitted electronically, directly to HRSA at <https://performance.hrsa.gov/hab>. Since contracts overlap two calendar years and RSRs cover one calendar year, there may be times when a CBO is not funded in the subsequent grant year. A RSR will be required from the agency for the funded period.

Providers are required to report client level data according to the most current version of the RSR. This includes using data elements and terms as defined by the RSR and requires that providers are to be able to assign RSR defined unique client identifiers and are able to distinguish in the data system services utilization by funding source and by grant year.

**Constraints on the Contractor**

The Contractor shall employ staff who meet staff requirements specified in the Nashville TGA Standards of Care and whose responsibilities will relate solely to performance of the Part A service per the MPHD approved service budget.

**7.10. Requirement of Status as Medicaid Provider**

CONTRACTORS that provide services that are reimbursable through Medicaid (TennCare) are required to become a Medicaid provider. Providers that are not currently authorized as a Medicaid provider must provide documentation and demonstrate progress toward becoming a provider.

**7.11. Payer of Last Resort/Supplementation/Supplantation**

CONTRACTORS are required to expend Ryan White funds as payer of last resort. Expenditure of funds is allowable to supplement existing resources and not supplant. Ryan White Part A funds prohibit funds from being utilized to replace other HIV/AIDS funding sources. These funds are meant to be supplemented, not supplanted.

**7.12. Provider Meetings**

CONTRACTORS are required to attend monthly Part A meetings or other special called meeting scheduled by METRO in which dissemination of information and technical assistance will occur. CONTRACTORS will be notified in advance of meeting dates and location.

**7.13. Communications**

The CONTRACTOR is required to ensure that Ryan White Part A materials are easily accessible for consumers at their service sites.

The CONTRACTOR is required to respond to Metro Public Health Department requests in timeframe specified by the Metro Public Health Department.

**7.14. Memorandum of Understanding(s)**

CONTRACTORS are required to have a Memorandum of Understandings with other providers of Ryan White services who are points of entry for the continuum of care. Memorandum of Understandings must be written and signed by a person authorized to commit resources for the provider. Memorandums of Understandings must be with organizations that provide case management, substance abuse, homeless shelters, batter women shelters, and Children's Social Service Agencies regardless of funding source or participation in the Ryan White continuum of care for the Nashville Davidson County Transitional Grant Area.

**7.15. Expenditure of Funds**

Ryan White funds for grant year March 1, 2015- February 29, 2016 must be spent down to 1 -1.5% of grant award. CONTRACTORS are responsible for monitoring and ensuring that awarded funds will be spent in a timely manner. Based on monthly financial invoicing, METRO will determine that sufficient progress is made in achieving Legislative expenditure requirements. Should METRO determine that progress towards expenditures indicate failure to comply with this requirement, METRO is authorized to modify contracted budget amounts. CONTRACTORS are also subject to METRO desk audits to ensure that funds are properly spent and documented.

**7.16. Quality Management**

CONTRACTORS must develop a quality management/improvement plan with priorities to including, but not limited to, data collection, meeting client needs, and agency administrative performance. The plan must meet Metro Public Health Department requirements. In addition, the CONTRACTOR must participate in Ryan White Part A quality management activities.

Quality management plans are due 30 days after the grant cycle begins and any revisions to the quality management plan should be submitted within 30 days of the date of the revisions. Quality improvement plans are due November 1, 2015.

**7.17. Needs Assessment**

CONTRACTORS must participate in Ryan White Part A needs assessment activities.

**7.18. Evaluation Activities**

CONTRACTORS must participate in Ryan White Part A evaluation activities.

**7.19. Personnel Activities**

CONTRACTORS must notify METRO within 3 business days of resignation of key administrative personnel (i.e., CEO, COO, and Fiscal Director).

**7.20. Reporting of Significant Events**

- a. The CONTRACTOR shall provide documentation of negative findings from monitoring conducted by a federal grant funder within three business days of findings.
- b. The CONTRACTOR shall notify METRO within three business days of critical financial events such as:
  - 1. CONTRACTOR unable to submit audit,
  - 2. A federal agency has stopped or restricted payments to CONTRACTOR,
  - 3. CONTRACTOR inability to make payroll,
  - 4. CONTRACTOR's board has applied restrictions or requested corrective action regarding fiscal responsibilities.

**7.21. Grant Requirements**

- 1. Funds may not be used by CONTRACTORS or subcontractors for the purchase of vehicles without written MPHD approval.
- 2. CONTRACTORS are prohibited from using Ryan White HIV/AIDS Program funds to support Syringe Services Programs, inclusive of syringe exchange, access, and disposal.
- 3. A nominal amount of grant funds may be used to provide gift cards be used to provide for participant incentives with MPHD written approval but may not be redeemed for cash or used for unallowable items including (but not limited to) purchase of alcohol, tobacco, illegal drugs or other substances, or firearms. CONTRACTOR institutions are required to establish institutional policies and procedures for providing incentives to project participants. At a minimum the institutional policy must address, potential Internal Revenue Service (IRS) tax implications, the cost basis used to determine that the amount is consistent with the impact participation poses on the daily life of the

project participant. The policy must identify an annual limit to any one individual. Institutional procedures must include a provision that individual recipients of gift card incentives sign a statement acknowledging and agreeing to the purpose(s) of and restrictions (unallowable costs) on the incentive. The CONTRACTOR institution has the primary responsibility for developing and adhering to their organizational participant incentive policy and maintaining appropriate documentation for each participant gift card. Failure to comply with this requirement can result in suspension and/or termination of this award, withholding of support, audit disallowances, and or other appropriate action.

4. Circulars A-87 and A-122 regarding cost principles. If your organization is eligible to be a covered entity under Section 340B of the Public Health Service Act, and the assessment shows that participating in the 340B Drug Pricing Program and its Prime Vendor Program is the most economical and reasonable manner of purchasing or reimbursing for covered outpatient drugs (as defined in that section), failure to participate may result in a negative audit finding, cost disallowance, or grant funding offset.

5. Minimum WICY Expenditures: Part A CONTRACTORS are required to use a minimum amount/percentage of their award to provide services to women, infants, children and youth (WICY). The minimum set-aside amounts/percentages for each eligible metropolitan area/transitional grant area (EMA/TGA) must be determined separately for each priority population, and may not be less than the percentage the ratio of each population to the total number of persons estimated to be living with AIDS within the EMA/TGA.

6. In accordance with the Ryan White HIV/AIDS Program client eligibility determination and recertification requirements (Policy 13-02), HRSA expects clients' eligibility be assessed during the initial eligibility determination, at least every six months, and at least once a year (whether defined as a 12-month period or calendar year) to ensure that the program only serves eligible clients, and that the Ryan White HIV/AIDS Program is the payer of last resort. CONTRACTORS are not allowed to provide Ryan White services under presumptive eligibility; eligibility must be confirmed prior to enrollment/recertification.

7. The CONTRACTOR is required to meet specific requirements regarding the monitoring of both their grant and their provider/sub-CONTRACTORS as detailed in the *National Monitoring Standards for Ryan White CONTRACTORS*.

8. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <http://www.hrsa.gov/grants/trafficking.htm>.

9. Important Notice: The Central Contractor registry (CCR) has been replaced. The General Services Administration has moved the CCR to the System for Award Management (SAM) on July 30, 2012. To learn more about SAM please visit <https://www.sam.gov>. It is incumbent that you, as the recipient, maintain the accuracy/currency of your information in the SAM at all times during which your entity has an active award or an application or plan under consideration by HRSA, unless your entity is exempt from this requirement under 2 CFR 25.110. Additionally, this term requires your entity to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information. This requirement flows down to subrecipients. Note: SAM information must be updated at least every 12 months to remain active (for both CONTRACTORS and sub-recipients). Grants.gov will reject submissions from applicants with expired registrations. It is advisable that you do not wait until the last minute to register in SAM or update your information. According to the SAM Quick Guide for CONTRACTORS ([https://www.sam.gov/sam/transcript/SAM\\_Quick\\_Guide\\_Grants\\_Registrations-v1.6.pdf](https://www.sam.gov/sam/transcript/SAM_Quick_Guide_Grants_Registrations-v1.6.pdf)), an entity's registration will become active after 3-5 days. Therefore, check for active registration well before the application deadline.

## 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. Record Maintenance**

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 the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at 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.

### **8.3. 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.

### **8.4. 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.

### **8.5. 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.

### **8.6. 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.

### **8.7. 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.

#### **8.8. Compliance with Laws**

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

The requirements of 48 CFR section 3.908 (found at <http://www.ecfr.gov>) implementing section 828 of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" apply to this award. This notice requires that CONTRACTORS inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712 in the predominant native language of the workforce. The details of 41 U.S.C. 4712 can be found at <http://uscode.house.gov/browse.xhtml>. (regarding 48 CFR section 3.908, note that use of the term "contract," "contractor," "subcontract," or "subcontractor" for the purpose of this term, should read as "grant," "CONTRACTOR," "subgrant," or "subcontractor").

#### **8.9. 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.

#### **8.10. 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.

#### **8.11. Indemnification and Hold Harmless**

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

A. Any claims, damages, costs, and attorneys' fees for injuries or damages arising, or alleged to arise, in part or in whole, from the 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:

- i. Which are negligent; or
- ii. Which result in violation of the federal or state civil rights statutes (such as 42 U.S.C. § 1983); or
- iii. Which arise directly from or out of the negligent selection, supervision, or retention of Contractor's employees or subcontractors even if the resulting harm arises from intentional acts of Contractor's employees or subcontractors so long as the indemnification is consistent with Tennessee law.

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. 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. METRO will not indemnify, defend or hold harmless in any fashion the CONTRACTOR from any claims, regardless of any language in any attachment or other document that the CONTRACTOR may provide.

**8.12. Attorney Fees**

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of the 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.

**8.13. 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.

**8.14. 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.

**8.15. 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.

#### **8.16. 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 the CONTRACTOR may provide.

#### **8.17. Budget Line Items**

Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The CONTRACTOR may request revisions of Grant Budget line items by letter, giving full details supporting such requests, provided that such revisions do not increase the total Grant Contract amount. Grant Budget line item revisions may not be made without prior, written approval of METRO in which terms of the approved revisions are explicitly set forth. Any increase in the total Grant Contract amount shall require a contract amendment.

#### **8.18. Disbursement Reconciliation and Close Out**

The CONTRACTOR shall submit a grant disbursement reconciliation report within thirty calendar days (30) following the end of the Grant Contract. Said report shall be in form and substance acceptable to the Metro Public Health Department. METRO will not be responsible for the payment of invoices that are submitted after the final grant disbursement reconciliation report.

The CONTRACTOR must close out its accounting records at the end of the grant period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

#### **8.19. Indirect Cost**

Should the CONTRACTOR request reimbursement for indirect cost, the CONTRACTOR must submit to METRO a copy of the indirect cost rate approved by the cognizant federal agency and Metro, and the methodology to determine the indirect cost rate. The CONTRACTOR will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the CONTRACTOR makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the grant period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and Metro. If the indirect cost rate is provisional during the term of this agreement, once the rate becomes final, the CONTRACTOR agrees to remit any overpayment of funds to Metro, and subject to the availability of funds Metro agrees to remit any underpayment to the CONTRACTOR.

#### **8.20. Payment of Invoice**

The payment of the invoice by METRO shall not prejudice METRO's right to object to or question any invoice or matter in relation thereto. Such payment by METRO shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.

The CONTRACTOR shall submit invoices ten (10) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the CONTRACTOR. Invoices submitted more than ten (10) days after such date may NOT be paid. METRO will not deem such CONTRACTOR costs to be allowable and reimbursable by METRO unless, at the sole discretion of, the failure to submit a timely invoice is warranted. The CONTRACTOR shall submit a special, written request for reimbursement with any such untimely invoices. The

request must detail the reason the invoices is untimely as well as the CONTRACTOR' plan for submitting future invoices as required, and it must be signed by a CONTRACTOR agent that would be authorized to sign this Grant contract.

**8.21. Unallowable Costs**

The CONTRACTOR's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.

**8.22. Deductions**

METRO reserves the right to deduct from amounts which are or shall become due and payable to the CONTRACTOR under this or any Contract between the CONTRACTOR and METRO any amounts which are or shall become due and payable to METRO.

**8.23. Required Approvals**

METRO is not bound by this Grant Contract until it is reviewed by and has been so signed and filed, this contract shall be effective as of the date first written above.

**8.24. Conflicts of Interest**

The CONTRACTOR warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of Metro or United Way as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to CONTRACTOR in connection with any work contemplated or performed relative to this Grant Contract.

**8.25. Gratuities and Kickbacks**

Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a - 7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully:

(A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service; OR

(B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item ....For which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.

**8.26. Lobbying**

The CONTRACTOR certifies, to the best of its knowledge and belief, that:

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

#### **8.27. Public Accountability**

The HHS Appropriations Act requires that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all CONTRACTORS receiving Federal funds, including but not limited to State and local governments, shall clearly state the percentage of the total costs of the program or project which will be financed with Federal money, the dollar amount of Federal funds for the project or program, and percentage and a dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

If this Grant Contract involves the provision of services to citizens by the CONTRACTOR on behalf of the Metro Public Department of Health, the CONTRACTOR agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the CONTRACTOR agrees to display a sign stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL FREE HOTLINE: 1-800-232-5454.

#### **8.28. Licensure**

The CONTRACTOR and its employees and/or all sub-grantors shall be licensed pursuant to all applicable Federal, State and local laws, ordinances, rules and regulations and shall upon request provide proof of all licenses.

#### **8.29. Annual Report and Audit**

Office of Management and Budget (OMB) circular A-133 requires CONTRACTORS and sub-CONTRACTORS that spend more than \$500,000 of funds in a given year of Federal awards to conduct a single or program-specific audit for that year. The audits must be submitted to the Federal Audit Clearinghouse either 30 days after receipt of the auditor's report(s) or nine months after the end of the entity's fiscal year (FY) end date; In addition, pursuant to section 2605 (a)(10), every two (2) years the chief elected official must submit copies of all OMB A-133 audits regarding funds expended under Part A to the Part B lead State agency under section 2617(b)(4). The State will forward audits collected from Part A, B, C, and D CONTRACTORS/sub-CONTRACTORS to HRSA where they

Contract Purchase Agreement 358310,  
1

will be posted in their entirety on the HRSA web site. Therefore, CONTRACTORS will be provided instructions separately on the process and deadline for submitting electronic copies of audits to the lead State agency.

Submit audits, if required, in accordance with OMB Circular A-133, to: Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street, Jefferson, IN 47132 PHONE: (310) 457-1551, (800)253-0696 toll free <http://harvester.census.gov/sac/facconta.htm>

### **8.30. Procurement**

If other terms of this Grant Contract allow reimbursement for the costs of goods, materials, supplies, equipment under \$5,000 and/or services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. Further if such reimbursement is to be made with funds derived wholly or partially from federal sources the determination of cost shall be governed by and reimbursement shall be subject to the CONTRACTOR's compliance with applicable federal procurement requirements.

The CONTRACTOR shall obtain prior approval from Metro before purchasing any equipment under this Grant Contract.

### **8.31. Heading**

Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

### **8.32. Venue**

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

### **8.33. 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.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number 358310

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

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

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

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: *Vanderbilt University*  
Attention: *Libby D. Salberg, Office of Contracts Mgmt.*  
Address: *3319 West End Avenue, Suite 100*  
Telephone: *Nashville TN 37203 6869*  
Fax: *615-322-2281*  
E-mail: *research.contracts@vanderbilt.edu*

*Copy to:  
Carol M. Smith  
Comprehensive Care Clinic  
719 Thompson Lane  
Suite 37189  
Nashville TN 37204  
615-875-7857  
carol.m.smith@vanderbilt.edu*

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: *Libby D. Salberg*  
Attention: *as above*  
Address:

[SPACE INTENTIONALLY LEFT BLANK]

Contract Number 358310

**Effective Date**

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

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

**CONTRACTOR**

**APPROVED AS TO PROJECT SCOPE:**

DocuSigned by:  
William S. Paul, MD, MPH  
Dept / Agency / County Head or Board Chair  
DEADDF89C8FE495...

DS  
DH  
TSP: Un

vanderbilt university  
Company Name

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

DocuSigned by:  
Jeff L. Gossage  
Purchasing Agent  
7D9F3E023C9F4E2...

DS  
SS  
Purchasing

C. Wright Pinson  
Signature of Company's Contracting Officer

C. Wright Pinson, MD, MBA  
Officer's Name

**APPROVED AS TO AVAILABILITY OF FUNDS:**

DocuSigned by:  
Richard M. Kiebeling  
Director of Finance  
7556BA2CE3F243A...

DS  
TKO  
TIA

Deputy vice Chancellor for Health Affairs  
Officer's Title

John F. Manning, Jr.

John F. Manning, Jr., Ph.D., MBA  
Associate Vice Chancellor for Health Affairs  
Senior Associate Dean for Operations & Administration  
Chief Administrative Officer

**APPROVED AS TO FORM AND LEGALITY:**

DocuSigned by:  
Josh Lee  
Metropolitan Attorney  
D780C15B265B41E...

DS  
BL

**FILED BY THE METROPOLITAN CLERK:**

DocuSigned by:  
Shannon Hall  
Metropolitan Clerk  
9B5C65C8671146F...

5/13/2015

Date

Recommended by:  
Steph P. Rallanti

Steph P. Rallanti, MD, MPH  
Medical Director, Comprehensive Care Clinic

Contract Signature Page

Reviewed for Signature  
Contracts Mgmt

Shannon Hall  
Metropolitan Clerk

Vanderbilt University

Narrative Attachments, Program Budget - Page | 1

**ATTACHMENT G - OUTPATIENT AMBLATORY SERVICES  
GRANT BUDGET SUMMARY  
(BUDGET FORM 2)**

<b>ADDITIONAL IDENTIFICATION INFORMATION AS NECESSARY</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning March 1, 2015 and ending February 29, 2016</b>				
<b>Line-Item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries	\$69,496.00	\$0.00	\$69,496.00
2	Benefits & Taxes	\$17,304.00	\$0.00	\$17,304.00
3	Professional Fee/ Grant & Award	\$0.00	\$0.00	\$0.00
4	Supplies	\$900.00	\$0.00	\$900.00
5	Telephone	\$588.00	\$0.00	\$588.00
6	Postage & Shipping	\$0.00	\$0.00	\$0.00
7	Occupancy	\$0.00	\$0.00	\$0.00
8	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
9	Printing & Publications	\$0.00	\$0.00	\$0.00
10	Travel/ Conferences & Meetings	\$0.00	\$0.00	\$0.00
11	Interest	\$0.00	\$0.00	\$0.00
12	Insurance	\$0.00	\$0.00	\$0.00
13	Specific Assistance To Individuals	\$614,762.00	\$0.00	\$614,762.00
14	Depreciation	\$0.00	\$0.00	\$0.00
15	Other Non-Personnel	\$660.00	\$0.00	\$660.00
16	Capital Purchase	\$0.00	\$0.00	\$0.00
17	Indirect Cost	\$70,371.00	\$0.00	\$70,371.00
18	In-Kind Expense	\$0.00	\$0.00	\$0.00
19	<b>GRAND TOTAL</b>	\$774,081.00	\$0.00	\$774,081.00

**Note: The Narrative Attachments section of the RFQ references 4 budget forms but the Budget Summary and Budget Detail were the only budget forms attached in iSupplier.**

Vanderbilt University

Narrative Attachments, Program Budget - Page | 2  
**ATTACHMENT G - OUTPATIENT AMBULATORY SERVICES**  
**GRANT BUDGET LINE-ITEM DETAIL**  
 (BUDGET FORM 3)

SALARIES	AMOUNT
L. Modena, Nurse Medical Case Manager, 12 months @ .75 FTE of \$71,050	\$53,287.50
L. Reese, Nurse Medical Case Manager, 12 months @ .25 FTE of \$64,832	16,208.00
<b>TOTAL ROUNDED</b>	<b>\$69,496</b>

BENEFITS	AMOUNT
L. Modena and L. Reese, \$69,496 x 24.9% FBR	\$17,304.38
<b>TOTAL ROUNDED</b>	<b>\$17,304</b>

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
1. Primary outpatient ambulatory care for <b>570</b> Part A verified patients @ <b>\$362.79</b> per pt.	206,790.30
2. Laboratory services for <b>570</b> Part A verified patients @ <b>\$715.74</b> per pt.	407,971.80
<b>TOTAL ROUNDED</b>	<b>614,762</b>

TELEPHONE	AMOUNT
1 phone line/voice mail @ \$39 ea./month + \$10/month long distance charges	\$588.00
<b>TOTAL</b>	<b>\$588</b>

OFFICE SUPPLIES	AMOUNT
<b>\$75/month</b> for office supplies such as paper and printer cartridges to print educational materials, and medical supplies such as pill boxes.	\$900.00
<b>TOTAL</b>	<b>\$900</b>

OTHER NON-PERSONNEL - COMPUTER RELATED EXPENSES	AMOUNT
1 Nurse MCM computer, maintenance and network charges @ \$55 each/month	\$660.00
<b>TOTAL</b>	<b>\$660</b>

**INDIRECT COSTS AT 10%** **\$70,371**

**TOTAL REQUEST OUTPATIENT AMBULATORY** **\$774,081**

**Note: The Narrative Attachments section of the RFQ references 4 budget forms but the Budget Summary and Budget Detail were the only budget forms attached in iSupplier.**

**Budget Narrative (Attachment G Form #4)****Outpatient Ambulatory Care****Salaries – Total \$69,496**

Nurse Case Managers L. Modena (.75 FTE of \$71,050, \$53,288) and L. Reese (.25 FTE of \$64,832, \$16,208) provide medial case management and treatment adherence counseling, and work with patients to decrease problems associated with drug interactions and decrease rates of adverse medication events.

**Fringe Benefits – Total \$17,304**

Calculated at 24.9% of salary expenses ( $\$69,496 \times .249 = \$17,304$ ) – Fringe benefits include FICA; retirement; disability, life, health, and unemployment insurance; and workers' compensation.

**Specific Assistance to Individuals – Total \$614,762**

We are requesting \$593,192 in assistance to individuals

1. \$206,790 to cover primary outpatient ambulatory care for 570 patients, an average of \$362.79 per patient;
2. \$407,972 for laboratory services for 570, an average of \$715.74 per patient.

All charges are based on current spending levels using the Part A reimbursable CPT code rates.

**Telephone – Total \$588**

One phone line with voice mail @ \$39/month plus \$10/month in long distance charges –  $\$49 \times 12 = \$588$ .

**Office Supplies – Total \$900**

For office supplies such as paper, folders, and printer cartridges to print educational and informational materials for patients; medical supplies such as patient pill boxes –  $\$75/\text{month} \times 12 \text{ months} = \$900$ .

**Other Non-Personnel – Computer Related Expenses – Total \$660**

Computer maintenance and network charges for one computer @ \$55 per month  $\times 12 = \$660$ .

**Indirect Costs – Total \$70,371**

Indirect costs at 10% of direct care costs of \$703,710, as allowed under Ryan White (see Vanderbilt's indirect cost rate agreement).

**Total Outpatient Ambulatory Care Budget – \$774,081**

**Note: the Narrative Attachments section of the RFQ references 4 budget forms but the Budget Summary and Budget Detail were the only budget forms attached in iSupplier.**



<b>Certificate of Insurance</b>					Issue Date: 12/30/14		
Producer	Self Insurance Vanderbilt University Medical Center c/o Risk and Insurance Management 2100 West End Avenue, Suite 700 Nashville, TN 37203	This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.					
Insured	Vanderbilt University by and through Vanderbilt University Medical Center 2100 West End Avenue, Suite 700 Nashville, TN 37203	<b>COMPANIES AFFORDING COVERAGE</b>					
		Company Letter A Vanderbilt Self Insured Trust					
		Company Letter B Vanderbilt Self Insured Workers Compensation					
		Company Letter C					
					Company Letter D		
<b>Coverages</b>							
This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein are subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.							
Co Ltr.	Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	Limits		
A	<input checked="" type="checkbox"/> General Liability	Self-Insured Trust #32	07/01/14	07/01/15	General Aggregate		\$2,000,000
	<input type="checkbox"/> Commercial General Liability				Products-Comp/Op Aggr		\$1,000,000
	<input type="checkbox"/> Claims Made				Personal & Adv. Injury		\$1,000,000
	<input checked="" type="checkbox"/> Occurrence				Each Occurrence		\$1,000,000
	<input type="checkbox"/> Owner's & Contractor's Prot.				Med. Exp. (Any one person)		\$5,000
	<input type="checkbox"/> Automobile Liability				Combined Single Limit		
	<input type="checkbox"/> Any Auto				Bodily Injury (Per person)		
	<input type="checkbox"/> All Owned Autos				Bodily Injury (Per accident)		
	<input type="checkbox"/> Scheduled Autos				Property Damage		
	<input type="checkbox"/> Hired Autos						
	<input type="checkbox"/> Non-Owned Autos						
	<input type="checkbox"/> Garage Liability						
	<input type="checkbox"/> Excess Liability				Each Occurrence		
	<input type="checkbox"/> Umbrella Form				Aggregate		
	<input type="checkbox"/> Other than Umbrella Form						
B	<input checked="" type="checkbox"/> Workers' Compensation and Employers' Liability	Self Insured	07/01/14	07/01/15	Statutory Limits		X
					Employers Liability Per occurrence		\$100,000
	<input type="checkbox"/> Other						
	<input type="checkbox"/> Professional Liability						
Description of Operations/Locations/Vehicles/Special Items <b>Re: Ryan White Part A grants</b>							
<b>Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds for general liability as required by contract</b>							
<b>Certificate Holder</b>				<b>Cancellation</b>			
<b>Metropolitan Government of Nashville and Davidson County Metro Courthouse Nashville, TN 37201</b>				Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.			
				Authorized Representative <i>Melissa Ahler</i>			



# Contract Abstract



Solicitation Title: Behavioral Health Services

Contract Summary: This project will provide Behavioral Health Services.

Contract Number: 358736

Solicitation Number: 687074

Contracting Firm: Meharry Medical College-Department of Pediatrics

Address 1: 1005 Dr. D.B. Todd, Jr. Blvd.

Address 2:

City: Nashville

State: TN Zip: 37208

Contact: Dr. Theodora Pinnock

Email Address: tpinnock@mmc.edu

Phone #: 615 327-5848

E1#: 170754

Contract Includes:  
MBE WBE SBE SDV DBE<sup>#</sup>

Contract Type: Task/Project Specific Firm Price

Solicitation Method: Request for Proposal\*\*

Contract Start Date: 05/01/2015

End Date: 04/30/2020

Purchasing Staff: Sandra Walker

BAO Staff: Michelle Lane

Contract Life's  
Est. Value: \$150000  
Fund: 31502  
BU #: 75302140 75308450

Summary of Competing Offerors	Score (RFP only)	Cost	Status
Meharry Medical College	100	n/a	Awarded
Sequel Schools, LLC	50	n/a	Evaluated, Not Selected
n/a	n/a	n/a	No Other Offers
n/a	n/a	n/a	No Other Offers
n/a	n/a	n/a	No Other Offers
n/a	n/a	n/a	No Other Offers
n/a	n/a	n/a	No Other Offers
n/a	n/a	n/a	No Other Offers

## Notes:

\* **Invitations to Bid (ITB)** are awarded the lowest cost bidder, meeting specifications and scheduled delivery requirements. Awards are modified only by small business and/or Service disabled veteran owned business inclusion as required by Code.

\*\* **Requests for Proposals (RFP)** are awarded to the offeror with the highest total score for the predetermined and weighted evaluation criteria. Cost is only one of several evaluation criteria.

\* **Sole Source** awards are made where there is only one source or brand that can provide the commodity or service. Examples would include proprietary or OEM replacement parts..

\*\* **Emergency** Purchases are purchases to address immediate health, safety, or general welfare needs for the public.

# **DBE** designated firms are reported for some state funded and all federally funded projects.



# Contract Abstract



Solicitation Title: Telecom Expense Management System

Contract Summary: To provide and implement a program that will manage the full lifecycle of a telecom expense (for both domestic wireline and wireless services) and provide a Telecom Expense Management and Wireless Expense Management solution.

Contract Number: 358874

Solicitation Number: 660002

Contracting Firm: Asentinel

Address 1: 6410 Poplar Avenue

Address 2: Suite 200

City: Memphis

State: TN Zip: 38187

Contact: Debbie Putnam

Email Address: debbie.putnam@asentinel.com

Phone #: 901-752-6210

E1#: 179407

Contract Includes:  
MBE WBE SBE SDV DBE#

Contract Type: IDIQ (Indefinite Delivery/Indefinite Quantity)

Solicitation Method: Request for Proposal\*\*

Contract Start Date: 5/15/2015

End Date: 5/14/2020

Purchasing Staff: Kevin Edwards

BAO Staff: Michelle Lane

Contract Life's  
Est. Value: \$301,400  
Fund: 30003  
BU #: 14201000

Summary of Competing Offerors	Score (RFP only)	Cost	Status
Asentinel	93.85	\$301,400	Awarded
Avotus Corporation	87.00	\$227,250	Evaluated, Not Selected
ISI Telemanagement Solutions, Inc.	82.61	\$322,680	Evaluated, Not Selected
iSYS, LLC	78.83	\$832,000	Evaluated, Not Selected
Telesoft Corporation	67.79	\$1,186,000	Evaluated, Not Selected
IBM Corporation	63.18	\$694,571	Evaluated, Not Selected
Troy & Banks	55.68	\$274,694	Evaluated, Not Selected
N/A	N/A	N/A	No Other Offers

## Notes:

\* **Invitations to Bid (ITB)** are awarded the lowest cost bidder, meeting specifications and scheduled delivery requirements. Awards are modified only by small business and/or Service disabled veteran owned business inclusion as required by Code.

\*\* **Requests for Proposals (RFP)** are awarded to the offeror with the highest total score for the predetermined and weighted evaluation criteria. Cost is only one of several evaluation criteria.

\* **Sole Source** awards are made where there is only one source or brand that can provide the commodity or service. Examples would include proprietary or OEM replacement parts..

\*\* **Emergency** Purchases are purchases to address immediate health, safety, or general welfare needs for the public.

# **DBE** designated firms are reported for some state funded and all federally funded projects.



# Contract Abstract



Solicitation Title: Accounting Data Management System

Contract Summary: This is an indefinite delivery/indefinite quantity contract to provide services for analyzing, developing, and implementing an accounting interface in PMIS (Unifier) for use by MWS Accounting and other MWS users to track project costs, provide standard and custom reporting, and replace the current existing access database using the pricing shown in

Contract Number: 359153 Exhibit A.

Solicitation Number: 731083

Contracting Firm: CDM Smith

Address 1: 210 25th Avenue North STE 1102

Address 2:

City: Nashville

State: TN Zip: 37203

Contact: Zack Daniel

Email Address: danielza@cdmsith.com

Phone #: (615) 320-3161

E1#: 457300

Contract Includes:  
MBE WBE SBE SDV DBE#

Contract Type: IDIQ (Indefinite Delivery/Indefinite Quantity)

Solicitation Method: Request for Proposal\*\*

Contract Start Date: 4/28/2015

End Date: 4/28/2020

Purchasing Staff: Genario Pittman

BAO Staff: Michelle Lane

Contract Life's  
Est. Value: \$200,000.00  
Fund: 47410  
BU #: 65490101

Summary of Competing Offerors	Score (RFP only)	Cost	Status
CDM Smith	77.50	N/A	Awarded
Experis Finance	61.00	N/A	Evaluated, Not Selected
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers

## Notes:

\* **Invitations to Bid (ITB)** are awarded the lowest cost bidder, meeting specifications and scheduled delivery requirements. Awards are modified only by small business and/or Service disabled veteran owned business inclusion as required by Code.

\*\* **Requests for Proposals (RFP)** are awarded to the offeror with the highest total score for the predetermined and weighted evaluation criteria. Cost is only one of several evaluation criteria.

\* **Sole Source** awards are made where there is only one source or brand that can provide the commodity or service. Examples would include proprietary or OEM replacement parts..

\*\* **Emergency Purchases** are purchases to address immediate health, safety, or general welfare needs for the public.

# **DBE** designated firms are reported for some state funded and all federally funded projects.



# Contract Abstract



Solicitation Title: Davidson County Trustee Software Package

Contract Summary: The provision of a fully integrated system, maintenance and support for the Metro Trustee.

Contract Number: 359739

Solicitation Number: 687060

Contracting Firm: EGovernment Solutions

Address 1: 129 S. Gay Street

Address 2: Suite 2

City: Knoxville

State: TN Zip: 37902

Contact: Mark Padgett

Email Address: mark@mygovonline.com

Phone #: 865-789-9200

E1#: 607788

Contract Includes:  
MBE WBE SBE SDV DBE<sup>#</sup>

Contract Type: Task/Project Specific Firm Price

Solicitation Method: Request for Proposal\*\*

Contract Start Date: 5/8/2015

End Date: 5/7/2020

Purchasing Staff: Sara Sloane

BAO Staff: Michelle Lane

Contract Life's  
Est. Value: \$725,000.00  
Fund: General  
BU #: 17101000

Summary of Competing Offerors	Score (RFP only)	Cost	Status
EGovernment Solutions	N/A	725,000	Awarded
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers

## Notes:

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# **DBE** designated firms are reported for some state funded and all federally funded projects.



# Contract Abstract



Solicitation Title: Bituminous Asphalt Material

Contract Summary: Indefinite Delivery/Indefinite Quantity (IDIQ) contract to provide bituminous asphalt materials for Freight On Board (F.O.B.) plant pick up

Contract Number: 359984

Solicitation Number: 753144

Contracting Firm: LOJAC ENTERPRISES INC

Address 1: 1401 Toshiba Drive

Address 2: P.O. Box 998

City: Lebanon

State: TN Zip: 37088

Contact: Glenn Chambers

Email Address: gchambers@lojac.com

Phone #: 615-889-4046

E1#: 174656

Contract Includes:  
MBE WBE SBE SDV DBE#

Contract Type: IDIQ (Indefinite Delivery/Indefinite Quantity)

Solicitation Method: Invitation to Bid\*

Contract Start Date: 05/09/2015

End Date: 05/08/2020

Purchasing Staff: Terri Troup

BAO Staff: Michelle Lane

Contract Life's  
Est. Value: \$10,000,000.00  
Fund: 40015  
BU #: 42402015

Summary of Competing Offerors	Score (RFP only)	Cost	Status
Jones Bros. Contractors, LLC	N/A	1,684,075	Awarded to Multiple Offers
Rogers Group	N/A	1,706,750	Awarded to Multiple Offers
Lojac Enterprises	N/A	1,669,000	Awarded to Multiple Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers

## Notes:

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# Contract Abstract



Solicitation Title: Bituminous Asphalt Material  
 Contract Summary: Indefinite Delivery/Indefinite Quantity (IDIQ) contract to provide bituminous asphalt materials for Freight On Board (F.O.B.) plant pick up.

Contract Number: 359985

Solicitation Number: 753144

Contracting Firm: Jones Bros. Contractors, LLC

Address 1: 2209 Crestmoor Road, Suite 210

Address 2:

City: Nashville State: TN Zip: 37215

Contact: Mann Pendleton Email Address: mpendleton@hmacontr.com

Phone #: 615-773-0214 E1#: 226229

Contract Includes:  
 MBE WBE SBE SDV DBE<sup>#</sup>

Contract Type: IDIQ (Indefinite Delivery/Indefinite Quantity)

Solicitation Method: Invitation to Bid\*

Contract Start Date: 05/09/2015 End Date: 05/08/2020

Purchasing Staff: Terri Troup

BAO Staff: Michelle Lane

Contract Life's  
 Est. Value: \$10,000,000.00  
 Fund: 40015  
 BU #: 42402015

Summary of Competing Offerors	Score (RFP only)	Cost	Status
Jones Bros. Contractors, LLC	N/A	1,684,075	Awarded to Multiple Offers
Rogers Group	N/A	1,706,750	Awarded to Multiple Offers
Lojac Enterprises	N/A	1,669,000	Awarded to Multiple Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers

## Notes:

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# Contract Abstract



Solicitation Title: Computer Room Air Handling Unit

Contract Summary: Purchase and installation of a 20 ton Chilled Water Computer Room Air Handling Unit (CRAH) to be added to the Data Center at the Howard Office Building.

Contract Number: 360111

Solicitation Number: 742135

Contracting Firm: Messer Construction Co.

Address 1: 230 Great Circle Road

Address 2: Suite 210

City: Nashville

State: TN Zip: 37228

Contact: Jonathon Holmes

Email Address: jholmes@messer.com

Phone #: 615-256-5006

E1#: 608830

Contract Includes:				
MBE	WBE	SBE	SDV	DBE <sup>#</sup>
				x

Contract Type: Task/Project Specific Firm Price

Solicitation Method: Request for Proposal\*\*

Contract Start Date: 5/15/2015

End Date: Project Completion

Purchasing Staff: Kevin Edwards

BAO Staff: Jerval Watson

Contract Life's
Est. Value: \$53,424
Fund: 40011
BU #: 14401011

Summary of Competing Offerors	Score (RFP only)	Cost	Status
Messer Construction Co.	86.52	\$53,424	Awarded
Demand Mechanical	70.00	\$42,528	Evaluated, Not Selected
Woods Mechanical Contractors	N/A	\$33,350	Non-Responsive to Solicitation
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers

## Notes:

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# Contract Abstract



Solicitation Title: Westchester Drive Rehabilitation Project

Contract Summary: This project consists of providing construction services for rehabilitating sanitary sewer systems by furnishing and installing Cured-in-Place Pipe Lining of approximately 3,850 linear feet of existing 10-inch through 18-inch diameter sewer segments with service replacements by excavation; trenchless service renewals; long trenchless creek crossing service renewals; epoxy urethane manhole rehab; along with other tasks listed in

Contract Number: 360413 solicitation Solicitation Number: 746145

Contracting Firm: Layne Inliner, LLC

Address 1: 4520 North State Road 37

Address 2:

City: Orleans

State: IN Zip: 47452

Contact: Larry Purlee

Email Address: larry.purlee@layne.com

Phone #: (812) 865-3232

E1#: 941297

Contract Includes:				
MBE	WBE	SBE	SDV	DBE#
	x	x		

Contract Type: Task/Project Specific Firm Price

Solicitation Method: Invitation to Bid\*

Contract Start Date: 5/5/2015

End Date: At project completion

Purchasing Staff: Genario Pittman

BAO Staff: Joe Ann Carr

Contract Life's
Est. Value: \$1,032,100.00
Fund: 47410
BU #: 65490164

Summary of Competing Offerors	Score (RFP only)	Cost	Status
Layne Inliner, LLC	N/A	\$1,032,100.00	Awarded
Insituform Technologies, LLC	N/A	\$1,245,140.00	Evaluated, Not Selected
SAK Construction, LLC	N/A	\$1,764,200.00	Evaluated, Not Selected
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers

## Notes:

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# Contract Abstract



Solicitation Title: SSI/SSDI Outreach, Access and Recovery (SOAR) Services for the Homeless

Contract Summary: For providing disability application assistance using SSI/SSDI Outreach, Access, and Recovery (SOAR) strategies and key components to people age 18 or over, who are experiencing literal homelessness (street, shelter, campsite, car, other places not meant for human habitation) and who are at risk of homelessness.

Contract Number: 360585

Solicitation Number: 748144

Contracting Firm: Park Center

Address 1: 801 12th Avenue South

Address 2:

City: Nashville

State: TN Zip: 37203

Contact: Barbara Quinn

Email Address: barbara.quinn@parkcenternashville.org

Phone #: 615-242-3831

E1#: 220158

Contract Includes:  
MBE WBE SBE SDV DBE#

Contract Type: IDIQ (Indefinite Delivery/Indefinite Quantity)

Solicitation Method: Request for Proposal\*\*

Contract Start Date: 5/15/2015

End Date: 5/14/2020

Purchasing Staff: Kevin Edwards

BAO Staff: Michelle Lane

Contract Life's  
Est. Value: \$865,000.00  
Fund: 10101  
BU #: 37121100

Summary of Competing Offerors	Score (RFP only)	Cost	Status
Park Center	98	\$173,000	Awarded
True Care	30	\$157,042.40	Evaluated, Not Selected
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers

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# Contract Abstract



Solicitation Title: Oracle Hyperion Integration

Contract Summary: The provision of professional services for the implemtnation of Oracle Hyperion Public Sector Budgeting in order to improve and automate Metro's budget and financial planning activities

Contract Number: 360628

Solicitation Number: 388059

Contracting Firm: Applications Software Technology Corporation

Address 1: 1755 Park Street

Address 2: Suite 100

City: Naperville

State: IL Zip: 60563

Contact: Scott Lavoie

Email Address: slavoie@astcorporation.com

Phone #: 630-210-9710

E1#: 179766

Contract Includes:  
MBE WBE SBE SDV DBE#

Contract Type: Task/Project Specific Firm Price

Solicitation Method: Request for Proposal\*\*

Contract Start Date: 5/8/2015

End Date: 5/7/2020

Purchasing Staff: Sara Sloane

BAO Staff: Michelle Lane

Contract Life's  
Est. Value: \$733,400  
Fund: 30003  
BU #: 15203000

Summary of Competing Offerors	Score (RFP only)	Cost	Status
AST Corp.	86	733400	Awarded
Deloitte Consulting, LLP	67.73	1750000	Evaluated, Not Selected
ENTAP, Inc.	67.10	1567500	Evaluated, Not Selected
Sonora & Associates	57.80	942091	Evaluated, Not Selected
The Hackett Group	51.20	1351200	Evaluated, Not Selected
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers

## Notes:

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# Contract Abstract



Solicitation Title: Incumbent Workers

Contract Summary: Provide training for 16 individuals in accordance with the Department of Labor and Workforce Development Incumbent Worker Training Program specified in the Workforce Investment Act of 1998

Contract Number: 362131

Solicitation Number: 20015

Contracting Firm: Insight Genetics, Inc

Address 1: 2 International Plaze

Address 2: Suite 510

City: Nashville

State: TN Zip: 37217

Contact: Christopher Callaghan

Email Address: N/A

Phone #: 615-255-8880

E1#: 170859

Contract Includes:  
MBE WBE SBE SDV DBE<sup>#</sup>

Contract Type: Task/Project Specific Firm Price

Solicitation Method: Sole Source+

Contract Start Date: 01/01/2015

End Date: 12/31/2015

Purchasing Staff: Rick Brown

BAO Staff: Michelle Lane

Contract Life's  
Est. Value: \$25,000  
Fund: 31216  
BU #: 76362390

Summary of Competing Offerors	Score (RFP only)	Cost	Status
Insight Genetics, Inc.	N/A	N/A	Awarded
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers

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# Contract Abstract



Solicitation Title: Incumbent Workers

Contract Summary: Provide Training for 30 individuals in accordance of the Department of Labor and Workforce Development Incumbent worker Training Program specified in the Workforce Investment Act of 1998

Contract Number: 362132

Solicitation Number: 2015

Contracting Firm: Lochinvar Corporation, LLC

Address 1: 300 Maddox Simpson Parkway

Address 2:

City: Lebanon State: TN Zip: 37090

Contact: John E Brenzie Email Address: N/A

Phone #: 615-889-8901 E1#: 487265

Contract Includes:  
MBE WBE SBE SDV DBE<sup>#</sup>

Contract Type: Task/Project Specific Firm Price

Solicitation Method: Sole Source+

Contract Start Date: 01/01/2015 End Date: 12/31/2015

Purchasing Staff: Rick Brown

BAO Staff: Michelle Lane

Contract Life's  
Est. Value: \$25,000.00  
Fund: 31216  
BU #: 76362390

Summary of Competing Offerors	Score (RFP only)	Cost	Status
Lochinvar Corporation, LLC	N/A	N/A	Awarded
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers

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# Contract Amendment Abstract

Solicitation Title: Jefferson St. Design & Construction Intersection Capacity Improvements

Amendment Summary: The completion date has been revised to have the original contract term end upon successful project completion.

Contract Number: 18807                      Amendment #1                      Solicitation Number: 09-36

Contracting Firm: Neel-Schaffer, Inc.

Address 1: 210 25th Avenue North

Address 2: Suite 800

City: Nashville

State: TN                      Zip: 37203

Contract Includes:				
MBE	WBE	SBE	SDV	DBE#
X	X	X		

Contact: Craig Hanchey

Email Address: craig.hanchey@neel-schaffer.com

Phone #: 615-383-8420

E1#: 213392

Contract Type: Design-Build-Construction (Includes A&E)

Solicitation Method: Request for Proposal\*\*

Contract Start Date: 3/10/2011

End Date: 3/09/2016

Purchasing Staff: Rick Brown

BAO Staff: Michelle Lane

Fund: 40015
BU #: 42401015

Previous Contract Estimated Value: \$553,057.43

Amendment Amount: \$0.00

New Contract Estimated Value: \$553,057.43

## Notes:

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# Contract Amendment Abstract

Solicitation Title: The Provision of Bituminous Material for Street & Alley Paving

Amendment Summary: This is an assignment amendment to change the company's name from HMA Contractors, LLC to Jones Bros. Contractors, LLC. The original contract's terms and conditions and value were not affected by this amendment.

Contract Number: 18918                      Amendment #1                      Solicitation Number: 52642

Contracting Firm: Jones Bros. Contractors, LLC (formerly HMA Contractors)

Address 1: 2209 Crestmoor Road

Address 2: Suite 210

City: Nashville

State: TN      Zip: 37215

Contact: Matthew Baltz

Email Address: mbaltz@hmacontr.com

Phone #: 615-864-7388

E1#: 226229

Contract Includes:  
 MBE WBE SBE SDV DBE#

Contract Type: Task/Project Specific Firm Price

Solicitation Method: Invitation to Bid\*

Contract Start Date: 5/10/2010

End Date: 5/09/2015

Purchasing Staff: Terri Troup

BAO Staff: Michelle Lane

Fund: 40300; 40013

BU #: 42412001; 42401013

Previous Contract Estimated Value: \$833,333.00

Amendment Amount: \$0.00

New Contract Estimated Value: \$833,333.00

## Notes:

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# Contract Amendment Abstract

Solicitation Title: Consulting for Community Outreach Assistance

Amendment Summary: Section III. Term of the contract has been extended to December 31, 2016 to finalize the Nashville Next process that includes the participation of MTA.

Contract Number: 314440                      Amendment #2                      Solicitation Number: 12PAM

Contracting Firm: McNeely Pigott & Fox PR, LLC

Address 1: 611 Commerce St.

Address 2: Suite 2800

City: Nashville

State: TN                      Zip: 37203

Contact: Keith Miles

Email Address: kmiles@mpf.com

Phone #: 615-259-4000

E1#: 171442

Contract Includes:				
MBE	WBE	SBE	SDV	DBE#
		X		

Contract Type: Task/Project Specific Firm Price

Solicitation Method: Request for Proposal\*\*

Contract Start Date: 2/14/2013

End Date: 12/31/2016

Purchasing Staff: Sandra Walker

BAO Staff: Michelle Lane

Fund: 10101
BU #: 07112950

Previous Contract Estimated Value: \$268,310.00

Amendment Amount: \$0.00

New Contract Estimated Value: \$268,310.00

## Notes:

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# Contract Amendment Abstract

Solicitation Title: Professional Surveying & Engineering Services for the Long-Span Bridge Construction

Amendment Summary: The initial contract term detailed in Section 3.1 of the contract has been amended to end on August 19, 2018.

Contract Number: 326305                      Amendment #1                      Solicitation Number: 382426

Contracting Firm: Parsons Brinckerhoff, Inc.

Address 1: 2100 West End Ave.

Address 2: Suite 630

City: Nashville

State: TN                      Zip: 37203

Contact: Melody Pacer

Email Address: pacermk@pbworld.com

Phone #: 615-340-9182

E1#: 583479

Contract Includes:				
MBE	WBE	SBE	SDV	DBE#
X	X	X		

Contract Type: Design-Build-Construction (Includes A&E)

Solicitation Method: Request for Proposal\*\*

Contract Start Date: 8/20/2013

End Date: 8/19/2018

Purchasing Staff: Terri Troup

BAO Staff: Michelle Lane

Fund: 40014
BU #: 42404014

Previous Contract Estimated Value: \$2,689,135.00

Amendment Amount: \$0.00

New Contract Estimated Value: \$2,689,135.00

## Notes:

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# Contract Amendment Abstract

Solicitation Title: Gulch Pedestrian Bridge – Construction

Amendment Summary: The initial contract term detailed in Section 3.1 of the contract has been amended to end upon successful project completion.

Contract Number: 326306

Amendment #1

Solicitation Number: 412478

Contracting Firm: Bell & Associates Construction

Address 1: P. O. Box 363

Address 2:

City: Brentwood

State: TN

Zip: 37024

Contract Includes:

MBE	WBE	SBE	SDV	DBE#
X	X	X		

Contact: Scott McKinney

Email Address: smckinney@balp.com

Phone #: 615-373-4343

E1#: 526515

Contract Type: Design-Build-Construction (Includes A&E)

Solicitation Method: Request for Proposal\*\*

Contract Start Date: 8/20/2013

End Date: At Project Completion

Purchasing Staff: Terri Troup

BAO Staff: Michelle Lane

Fund: 40014

BU #: 42404014

Previous Contract Estimated Value: \$603,000.00

Amendment Amount: \$0.00

New Contract Estimated Value: \$603,000.00

## Notes:

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# Contract Amendment Abstract

Solicitation Title: Construction Manager for West Riverfront Park

Amendment Summary: Includes the additional costs, inclusive of Subguard, Bond, Builder's Risk, General Conditions, Preconstruction and Fee, associated with the additional food service equipment as requested by Live Nation for the facility as described in the supporting documentation

Contract Number: 332592                      Amendment #18                      Solicitation Number: 430470

Contracting Firm: Skanska USA Building Inc

Address 1: 5000 Meridian Blvd., Suite 100

Address 2:

City: Franklin

State: TN                      Zip: 37067

Contract Includes:				
MBE	WBE	SBE	SDV	DBE#
X	X	X		

Contact: Mendy Mazzo

Email Address: MENDY.MAZZO@SKANSKA.COM

Phone #: 615-207-9412

E1#: 157367

Contract Type: CM at Risk-Construction (A&E Separate)

Solicitation Method: Request for Proposal\*\*

Contract Start Date: 01/23/2014

End Date: 01/22/2019

Purchasing Staff: Terri Troup

BAO Staff: Michelle Lane

Fund: 40013/40113/40014

BU #: 40410013/40410113/40410014

Previous Contract Estimated Value: \$47,427,821.00

Amendment Amount: \$178,019.00

New Contract Estimated Value: \$47,605,840.00

## Notes:

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+ **Sole Source** awards are made where there is only one source or brand that can provide the commodity or service. Examples would include proprietary or OEM replacement parts..

\*\* **Emergency** Purchases are purchases to address immediate health, safety, or general welfare needs for the public.

# **DBE** designated firms are reported for some state funded and all federally funded projects.



# Contract Amendment Abstract

Solicitation Title: Construction Manager for West Riverfront Park

Amendment Summary: This amendment includes the additional costs, inclusive of Subguard, Bond, Builder's Risk, General Conditions, Preconstruction and Fee, associated with the Metro ITS changes for the Phase 1B Communications Duct Bank Scope of Work.

Contract Number: 322592                      Amendment #16                      Solicitation Number: 430470

Contracting Firm: Skanska USA Building Inc

Address 1: 5000 Meridian Blvd., Suite 100

Address 2:

City: Franklin

State: TN                      Zip: 37067

Contract Includes:				
MBE	WBE	SBE	SDV	DBE#
X	X	X		

Contact: Mendy Mazzo

Email Address: MENDY.MAZZO@SKANSKA.COM

Phone #: 615-207-9412

E1#: 157367

Contract Type: CM at Risk-Construction (A&E Separate)

Solicitation Method: Request for Proposal\*\*

Contract Start Date: 01/23/2014

End Date: 01/22/2019

Purchasing Staff: Terri Troup

BAO Staff: Michelle Lane

Fund: 40013/40113/40014
BU #: 40410013/40410113/40410014

Previous Contract Estimated Value: 47,284,732.00

Amendment Amount: 30,894.00

New Contract Estimated Value: 47,315,626.00

## Notes:

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# Contract Amendment Abstract

Solicitation Title: Construction Manager for West Riverfront Park

Amendment Summary: Includes the additional costs associated with the work required during the construction of the Phase 1B Communications Duct Bank Scope of Work related to revisions by the engineer, unknown existing conditions, and additional work to accommodate future phases.

Contract Number: 332592                      Amendment #17                      Solicitation Number: 430470

Contracting Firm: Skanska USA Building Inc

Address 1: 5000 Meridian Blvd., Suite 100

Address 2:

City: Franklin

State: TN                      Zip: 37067

Contract Includes:				
MBE	WBE	SBE	SDV	DBE#
X	X	X		

Contact: Mendy Mazzo

Email Address: MENDY.MAZZO@SKANSKA.COM

Phone #: 615-207-9412

E1#: 157367

Contract Type: CM at Risk-Construction (A&E Separate)

Solicitation Method: Request for Proposal\*\*

Contract Start Date: 01/23/2014

End Date: 01/22/2019

Purchasing Staff: Terri Troup

BAO Staff: Michelle Lane

Fund: 40013/40113/40014
BU #: 40410013/40410113/40410014

Previous Contract Estimated Value: \$47,315,626.00

Amendment Amount: \$112,195.00

New Contract Estimated Value: \$47,427,821.00

## Notes:

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# Contract Amendment Abstract



Solicitation Title: Resurfacing of Asphalt Surface in Group 3 Area (Downtown)

Amendment Summary: This is an assignment amendment to change the company's name from HMA Contractors, LLC to Jones Bros. Contractors, LLC. The original contract's terms and conditions and value were not affected by this amendment.

Contract Number: 337295                      Amendment **#3**                      Solicitation Number: 524679

Contracting Firm: Jones Bros. Contractors, LLC

Address 1: 2209 Crestmoor Road

Address 2: Suite 210

City: Nashville

State: TN                      Zip: 37215

Contract Includes:				
MBE	WBE	SBE	SDV	DBE <sup>#</sup>
	x	x		x

Contact: Matthew Baltz

Email Address: mbaltz@hmacontr.com

Phone #: 615-864-7388

E1#: 226229

Contract Type: IDIQ (Indefinite Delivery/Indefinite Quantity)

Solicitation Method: Invitation to Bid\*

Contract Start Date: 3/24/2014

End Date: 3/23/2016

Purchasing Staff: Terri Troup

BAO Staff: Joe Ann Carr

Fund:	40014
BU #:	42402014

Previous Contract Estimated Value: \$4,500,000.00

Amendment Amount: \$0.00

New Contract Estimated Value: \$4,500,000.00

## Notes:

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# Contract Amendment Abstract

Solicitation Title: Group 5 2014 Resurfacing

Amendment Summary: This is an assignment amendment to change the company's name from HMA Contractors, LLC to Jones Bros. Contractors, LLC. The original contract's terms and conditions and value were not affected by this amendment.

Contract Number: 338731                      Amendment #1                      Solicitation Number: 535723

Contracting Firm: Jones Bros. Contractors, LLC

Address 1: 2209 Crestmoor Road

Address 2: Suite 210

City: Nashville

State: TN      Zip: 37215

Contract Includes:				
MBE	WBE	SBE	SDV	DBE#
				X

Contact: Matthew Baltz

Email Address: mbaltz@hmacontr.com

Phone #: 615-864-7388

E1#: 226229

Contract Type: IDIQ (Indefinite Delivery/Indefinite Quantity)

Solicitation Method: Invitation to Bid\*

Contract Start Date: 4/04/2014

End Date: 4/03/2016

Purchasing Staff: Terri Troup

BAO Staff: Joe Ann Carr

Fund:	40014
BU #:	42402014

Previous Contract Estimated Value: \$4,500,000.00

Amendment Amount: \$0.00

New Contract Estimated Value: \$4,500,000.00

## Notes:

\* **Invitations to Bid (ITB)** are awarded the lowest cost bidder, meeting specifications and scheduled delivery requirements. Awards are modified only by small business and/or Service disabled veteran owned business inclusion as required by Code.

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# Contract Amendment Abstract



Solicitation Title: Zoo Road Entrance Improvements Project

Amendment Summary: This is an assignment amendment to change the company's name from HMA Contractors, LLC to Jones Bros. Contractors, LLC. The original contract's terms and conditions and value were not affected by this amendment.

Contract Number: 345193                      Amendment #1                      Solicitation Number: 588816

Contracting Firm: Jones Bros. Contractors, LLC

Address 1: 2209 Crestmoor Road

Address 2: Suite 210

City: Nashville

State: TN                      Zip: 37215

Contract Includes:				
MBE	WBE	SBE	SDV	DBE#
	x		x	

Contact: Matthew Baltz

Email Address: mbaltz@hmacontr.com

Phone #: 226229

E1#: 226229

Contract Type: Task/Project Specific Firm Price

Solicitation Method: Request for Proposal\*\*

Contract Start Date: 9/09/2014

End Date: At Project Completion

Fund:	40014(\$442528.75); 40013(\$1m)
BU #:	40411014; 42406013

Purchasing Staff: Genario Pittman

BAO Staff: Michelle Lane

Previous Contract Estimated Value: \$1,442,528.75

Amendment Amount: \$0.00

New Contract Estimated Value: \$1,442,528.75

## Notes:

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# Contract Amendment Abstract

Solicitation Title: Strategic Planning for Metro Arts

Amendment Summary: This amendment addresses the increase in cost for unforeseen strategic plan development design expenses.

Contract Number: 348225                      Amendment #1                      Solicitation Number: 608836

Contracting Firm: Victoria Plettner-Saunders

Address 1: 4769 Kensington Drive

Address 2:

City: San Diego

State: CA                      Zip: 92116

Contract Includes:  
 MBE WBE SBE SDV DBE#

Contact: Victoria Plettner-Saunders

Email Address: victoria@vpscartographie.com

Phone #: 619-540-2925

E1#: 136085

Contract Type: Other

Solicitation Method: Request for Proposal\*\*

Contract Start Date: 9/19/2014

End Date: 9/18/2015

Purchasing Staff: Sandra Walker

BAO Staff: Jerval Watson

Fund: 32241

BU #: 41310270

Previous Contract Estimated Value: \$28,695.00

Amendment Amount: \$3,200.00

New Contract Estimated Value: \$31,895.00

## Notes:

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+ **Sole Source** awards are made where there is only one source or brand that can provide the commodity or service. Examples would include proprietary or OEM replacement parts..

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# Contract Amendment Abstract

Solicitation Title: Fire Station #19 Construction Manager Design/Build

Amendment Summary: The amendment increases the contract value for the work associated with Bid Package #2 that includes masonry, structural steel, roofing, MPE, and additional scope of work items. The contract value increased by \$3,938,118.00 due the changes detailed in the amendment.

Contract Number: 350598                      Amendment #2                      Solicitation Number: 617851

Contracting Firm: Messer Construction Company

Address 1: 230 Great Circle Rd.

Address 2: Suite 210

City: Nashville

State: TN              Zip: 37228

Contract Includes:				
MBE	WBE	SBE	SDV	DBE#
		X		

Contact: Tom Keckeis

Email Address: tkeckeis@messer.com

Phone #: 615-256-5006

E1#: 608830

Contract Type: Design-Build-Construction (Includes A&E)

Solicitation Method: Request for Proposal\*\*

Contract Start Date: 11/21/2014

End Date: At Project Completion

Purchasing Staff: Terri Troup

BAO Staff: Bryan Gleason

Fund: 40014
BU #: 32403014

Previous Contract Estimated Value: \$1,521,644.00

Amendment Amount: \$3,938,118.00

New Contract Estimated Value: \$5,459,762.00

## Notes:

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# Contract Amendment Abstract



Solicitation Title: Harding Place Pedestrian Network – Phase 1

Amendment Summary: This is an assignment amendment to change the company's name from HMA Contractors, LLC to Jones Bros. Contractors, LLC. The original contract's terms and conditions and value were not affected due to this amendment.

Contract Number: 356285                      Amendment #2                      Solicitation Number: 599823

Contracting Firm: Jones Bros. Contractors, LLC

Address 1: 2209 Crestmoor Road

Address 2: Suite 210

City: Nashville

State: TN                      Zip: 37215

Contract Includes:				
MBE	WBE	SBE	SDV	DBE#
				X

Contact: Josh Randall

Email Address: jrandall@mscontractors.com

Phone #: 615-864-7388

E1#: 226229

Contract Type: Task/Project Specific Firm Price

Solicitation Method: Invitation to Bid\*

Contract Start Date: 12/26/2014

End Date: Upon Project Completion

Fund: 40300; 40013
BO#: 42412001; 42401013

Purchasing Staff: Terri Troup

BAO Staff: Joe Ann Carr

Previous Contract Estimated Value: \$4,638,892.15

Amendment Amount: \$0.00

New Contract Estimated Value: \$4,638,892.15

## Notes:

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