

REQUEST FOR PROPOSAL

#M12-1AM



CONTRACT FOR A COORDINATING AGENCY FOR THE SOUTHEAST ZONE OF THE NASHVILLE AFTER ZONE ALLIANCE

TTY: 1-800-848-0298



NOTICE TO PROPOSERS

There may be one or more amendments to this proposal solicitation. To receive notices of any such amendments, you must provide the information requested below to Metro Purchasing. Please send this information to Cristy Norment via fax at (615) 862-6179 or by e-mail at cristy.norment@Nashville.gov . Metro will send amendments only to those organizations that complete and return this form via fax or provide the requested information by timely e-mail.

RFP Number M12-1AM
Organization _____
Fax Number _____
Contact person _____
E-mail address _____

Send amendments by (check one): Fax E-mail

E-mailed amendments will be sent in a Microsoft Word (Office for Windows) format. Any alterations to the document made by the Proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to Metro.

Amendments also will be posted in a PDF format on the Metro Government Purchasing web site at <http://www.nashville.gov/bob/index.asp>. Check the Business Opportunities Bulletin web page for the particular proposal solicitation for any posted amendments.

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PART I: INTRODUCTION/OVERVIEW

A. Purpose/Objective

The Nashville After Zone Alliance (NAZA) is a framework of collaborative community and school ventures and partnerships, through which Metropolitan Nashville Public Schools (MNPS) middle-school students participate in a geographically-defined network of afterschool programs that offer meaningful enrichment in safe and structured environments.

NAZA is an initiative of the Mayor's Office of Metropolitan Government of Nashville and Davidson County (Metro), in partnership with MNPS. Beginning in FY2010, NAZA began creating a city-wide coordinated network of geographic zones. Since FY2010, the Metro Council has authorized the launch of three after zones: the first located in northeast Nashville; the second in south central Nashville; and a third in northwest Nashville, in the area contained by the MNPS Pearl-Cohn and Whites Creek clusters. The Metro Council has now authorized the launch of the fourth zone in southeast Nashville, in the area contained by the MNPS Antioch and Cane Ridge clusters.

With this RFP, Metro is seeking a Coordinating Agency to support NAZA in establishing this Southeast Zone. This Coordinating Agency will be an established and qualified provider responsible for the planning to ensure that high-quality comprehensive afterschool programming will be delivered on-site at the Southeast Zone's middle schools (or at convenient alternative sites where preferable) and for connecting these programs with other community-based providers. This Coordinating Agency will implement the coordinated scheduling, marketing, recruitment, tracking, and transportation processes developed by NAZA. The Coordinating Agency will use its knowledge of the resources and barriers in that geographic area to maximize effectiveness of these processes for implementation of the SE Zone. As a result, it is anticipated at 150 additional Metro middle-school students from the SE Zone will be enrolled and engaged in coordinated after-school programming during the fall semester of 2013.

Unless changed by Metro, services under the anticipated contract will commence on January 1, 2013. The period of performance of this "planning period" is anticipated to be January 1, 2013 through June 30, 2013, with the option of up to four (4) one-year extensions that include funds designated for redirection to support programming.

B. Background

NAZA was launched during the summer of 2009. Its Leadership Council is led by chair, Mayor Karl Dean, and vice-chair, Director of Schools Jesse Register. The Leadership Council provides active advocacy and financial oversight.

NAZA's director, a Metro employee, is accountable directly to the Mayor and MNPS, with oversight from the Leadership Council. This director is responsible for the following deliverables:

- staffing the Leadership Council and Workgroups around planning, implementation, and sustainability issues
- conducting regular community-level data gathering and analysis
- insuring consistent implementation of NAZA policies and procedures across the zones through technical assistance to the Coordinating Agencies and their partners.
- implementing and maintaining an evaluation strategy that includes program data and participant data linked to school data
- implementing and maintaining a program quality improvement cycle to ensure high-quality experiences for young people
- implementing the process for identifying the Coordinating Agency for each zone
- actively participating in the hiring and support of zone directors
- facilitating the development of a governance structure for the zones that promotes effective collaboration among providers, schools, and families.

NAZA's permanent and ad hoc Workgroups develop the policies and procedures necessary to build and maintain a network of zones across Nashville. They work closely with Metro departments and other city-wide entities to build an infrastructure that promotes the value of out-of-school-time programming, supports NAZA and its Coordinating Agencies, addresses system-level barriers, and sustains funding. Workgroup members are appointed by the Leadership Council chair, in consultation with the vice-chair. The Workgroups include:

- **Sustainability:** advocates for policies and funding that support NAZA, at the local, state, and federal level; works to eliminate barriers to funding, collaboration, and available resources
- **Communications:** develops a brand for NAZA (for the wider community) and for the zones (for students and their caregivers), and builds public understanding of the importance of the zones for middle-school students through a marketing/communications campaign
- **Transportation:** overcomes the key logistical barriers to transporting students from one program element to another, and to and from each zone at the beginning and ending of the program day
- **Data:** identifies evaluation strategies for NAZA and its programs; identifies and supports the implementation of data tracking and reporting tools; develops reporting requirements for accountability
- **Quality Programming and Policy:** develops a definition of quality and a set of standards for middle-school out-of-school-time programming that apply to the zones; establishes criteria for levels of partnership; and develops and implements a Quality Improvement Cycle (QIC) for all program providers. The standards and indicators reflect the following principles of Positive Youth Development, adopted by Nashville Youth Coalition in May 2009:

- **Promote a Sense of Physical, Social and Emotional Safety.** Youth must feel as though the adults in this setting will protect them from any harm. They also must feel they are valued and accepted by the group.
- **Encourage Relationship Building.** Young people need many *supportive* long-term relationships to help them navigate their adolescence. They need guidance from caring adults as well as emotional and practical support from their peers.
- **Foster Meaningful Youth Participation.** Youth must have an active role, voice and choice in shaping their experiences. They must have the opportunity to practice and develop leadership skills, and they must know their contributions are valuable.
- **Provide Opportunities for Building Purpose.** Young people must live purposefully and contribute in meaningful ways. Creating opportunities for youth to become involved in the community and for community members to interact with youth is a powerful way to foster a sense of purpose and develop positive values.
- **Engage Youth in Learning Experiences that Build Valuable and Healthy Life Skills.** Young people need opportunities for experiential learning that will help them build skills needed to succeed in every area of life.
- **Ad hoc, as needed**

The Coordinating Agency for the SE Zone will work in concert with the NAZA Leadership Council, Workgroups, and staff. It will be expected to adhere to and fully implement NAZA policies and protocols.

C. Scope of Services

Under this contract, the Coordinating Agency will be responsible for ensuring that high-quality comprehensive afterschool programming is delivered on-site at the Southeast Zone's middle schools (or at convenient alternative sites where preferable) beginning September 2013 and for connecting these programs with other community-based providers. It will hire a Zone director whose sole responsibilities will relate to establishing and supporting a successful zone.

To provide direction and oversight to the SE Zone as a whole, the Coordinating Agency with its zone director will be responsible for:

- Identifying and engaging key stakeholders (including elected officials, the faith community, business, parents, public and private organizations/ facilities, and neighborhood groups, as appropriate) in the SE geographic area who will support NAZA and the Coordinating Agency in establishing and sustaining a successful zone. The Coordinating Agency will capitalize on and strengthen existing commitments and collaborative efforts in the zone.
- Establishing close working relations with the Metro middle schools in the SE zone and negotiating the logistics and protocols for establishing high-quality, structured afterschool programming on-site or in the community.

- Identifying high-quality youth-serving partners with the experience and capacity to deliver a program or activity at one or more sites within the zone. Partners must be willing to redirect resources, align efforts, develop a coordinated schedule, and collaborate to organize an enriching and appealing array of after-school options for the middle-school students.
- Supporting and facilitating productive relationships between all zone partners and MNPS entities at both the middle school and district level, ensuring orientation of the zone partners to relevant school and district processes.
- Identifying and addressing barriers to high levels of participation by students and high levels of satisfaction by students, teachers, and families. This includes facilitating coordinated transportation supports, in collaboration with NAZA.
- Providing support to zone partners through orientation, technical assistance, and links to the NAZA Youth Program Quality Improvement process.
- Providing year-end reporting of financial data and outcome data, including the reporting of participation and retention data as prescribed by NAZA.

As a result of these efforts, the expected outcome is that the SE Zone partners will be ready to enroll and engage 150 middle-school students from the SE zone in coordinated afterschool programming during the 2013/14 school year.

The contractor shall assure to Metro that all services provided through this contract shall be completed in full compliance with the Americans with Disabilities Act ("ADA") and Architectural and Transportation Barriers Compliance Board, Federal Register 36 CFR Parts 1190 and 1191, Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act ("ABA") Accessibility Guidelines; proposed rule, published in the Federal Register on July 23, 2004, as has been adopted by Metro.

D. Method Of Source Selection

The method of source selection for this Request for Proposals is Competitive Sealed Proposals.

An award, if made, will be given to the Responsive and Responsible Proposer whose proposal is most advantageous to Metro, taking into consideration price and other factors set forth in this RFP. Metro will not use any other factors or criteria in the evaluation of proposals received.

Metro may, as it deems necessary, conduct discussions with **Responsive** and **Responsible** Proposer(s) determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, solicitation requirements.

E. Inquiries and the Pre-Proposal Conference

A Pre-proposal Conference will be held at 10:00 am on October 9, 2012 in Lindsley Hall, 730 2nd Ave South, Nashville, Tennessee 37210. Metro urges all prospective Proposers to attend.

Questions related to this RFP should be directed to Angie McDonald, Contract Specialist.

E-mail: angie.mcdonald@nashville.gov

Phone: 615.862-6664

Fax: 615.862-6179

Address: 730 2nd Ave South, 112 Lindsley Hall, Nashville, TN 37210

Please submit questions in writing no later than October 8, 2012. Include the RFP number, page and paragraph number for each question. Proposers must understand that the only official answer or position of Metro will be the one stated in writing.

F. Minimum Criteria Used to Determine if the Proposal is “Responsive”

- Does the proposal submitted confirm in all material respects to the solicitation?
- Specifically, were minority-owned and/or women-owned business enterprises (MWBE) considered and contacted in a timely manner for this contract proposal (Good Faith Effort)?
- Is there sufficient documentation provided with the proposal to demonstrate that a Good Faith Effort was made? See Form 5, *Good Faith Efforts* for details.

G. Minimum Criteria Used to Determine if the Proposal is “Responsible”

- Does the Proposer demonstrate an understanding of NAZA’s needs and proposed approach to a coordinated network of afterschool programming for Metro middle school students?
- Does the Proposer possess the ability, capacity, skill and financial resources to develop and manage a coordinated network of afterschool programming for Metro middle school students?
- Can the Proposer take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes in a timely fashion?
- Does the Proposer have the character, integrity, reputation, judgment, experience and efficiency required by the contract?
- Has the Proposer been in existence for at least three years?
- Has the Proposer delivered services in the geographic area of the South East Zone for at least 3 years?
- Does the Proposer have at least 3 years of prior experience in delivering out-of-school time programming to middle-school students?

- Does the Proposer purport to perform the work at a fair and reasonable cost?

H. Minimum Criteria Required Of Each Proposer

The successful Proposer will provide the most viable plan to implement the following during January through June, FY13:

- Hire a Zone director whose sole responsibilities will relate to establishing and supporting a successful zone.
- Identify and engage key stakeholders (including elected officials, the faith community, business, parents, public and private organizations/ facilities, and neighborhood groups, as appropriate) in the SE geographic area who will support NAZA and the Coordinating Agency in establishing and sustaining a successful zone. The Coordinating Agency will capitalize on and strengthen existing commitments and collaborative efforts in the zone.
- Establish close working relations with the Metro middle schools in the SE zone and negotiate the logistics and protocols for establishing high-quality, structured afterschool programming on-site or in the community.
- Identify high-quality youth-serving partners with the experience and capacity to deliver a program or activity at one or more sites within the zone. Partners must be willing to redirect resources, align efforts, develop a coordinated schedule, and collaborate to organize an enriching and appealing array of after-school options for the middle-school students.
- Support and facilitate productive relationships between all zone partners and MNPS entities at both the middle school and district level, ensuring orientation of the zone partners to relevant school and district processes.
- Identify and address barriers to high levels of participation by students and high levels of satisfaction by students, teachers, and families. This includes facilitating coordinated transportation supports, in collaboration with NAZA.
- Provide support to zone partners through orientation, technical assistance, and links to the NAZA Youth Program Quality Improvement process.
- Provide year-end reporting of financial data and outcome data, including the reporting of participation and retention data as prescribed by NAZA.

I. Projected Timetable

The following projected timetable should be used as a working guide for planning purposes. Metro reserves the right to adjust this timetable as required during the course of the RFP process.

<u>Event</u>	<u>Date</u>
RFP Issued	October 2, 2012
Deadline for Submission of Questions	October 8, 2012
Pre-Proposal Conference	October 9, 2012
Proposals Due	October 24, 2012 by 3:00pm

Procurement Nondiscrimination Program Review	ASAP
Evaluation of Criteria Begins	ASAP
Complete Evaluation of Proposals (Short List)	ASAP
Complete Contract Negotiations/Execute Contract	ASAP
Contract Start Date (Anticipated)	January 1, 2013

PART II: GENERAL DESCRIPTION OF REQUIRED PERFORMANCE OUTCOMES

The expected outcome is that by the end of FY13 the identified SE Zone partners will be ready to enroll and engage 150 middle-school students from the SE zone in coordinated after-school programming during the 2013/14 school year.

These measures are subject to modification per changes in pertinent policies or guidelines.

The successful Proposer will be requested to enter into a 6-month contract with an option to renew up to four (4) one-year extensions. Based on the outcomes and cost effectiveness of the Proposer’s first contract period, Metro will consider an agreement for renewal.

PART III: CONSTRAINTS ON THE CONTRACTOR

- A. A qualified Contractor is an organization with the demonstrated capacity, experience, and success to deliver the services described in Part I, C, *Scope of Services*, in order to achieve the performance objectives outlined in Part II.
- B. Proposers with a current 501(c)(3) designation of exemption from the IRS must have a completed and updated GivingMatters profile on <http://givingmatters.guidestar.org/>, the database maintained by the Community Foundation of Middle Tennessee. The profile must include a 2011 audit conducted by an independent certified public accountant.
- C. Proposers with a current 501(c)(3) designation of exemption from the IRS must be currently registered with the Tennessee Secretary of State Office to do business in Tennessee and have filed the necessary report to the Secretary of State’s Office of Charitable Solicitation (unless, according to the organization’s size, it does not meet the threshold requirement).
- D. Proposers must have been in existence for 3 years. They must have at least 3 years of prior experience in delivering programming to middle-school students.
- E. Proposers must have delivered services in the geographic area of the Antioch and/or Cane Ridge clusters for at least 3 years.

- F. Proposers must demonstrate significant prior engagement in community partnerships, including with MNPS.
- G. Proposers must be willing and able to provide office space for the zone director, with phone, computer, internet connection, and access to photocopying equipment and meeting space.
- H. Only Metro middle school students attending schools in the Antioch and/or Cane Ridge clusters may receive programming services funded through this contract.

PART IV: CONTRACTOR PERSONNEL REQUIREMENTS

- A. The Contractor must provide one point of contact for Metro.
- B. Prior to the delivery of services, a background check for any employee providing direct services to youth must be produced by the Contractor, in accordance with MNPS background check requirements.

PART V: CONTRACTOR RESPONSIBILITIES

- A. The successful Proposer will fulfill the responsibilities as listed under *Scope of Services*, above.
- B. As it fulfills its responsibilities, it must demonstrate its commitment to NAZA's Standards and Indicators of Program Quality.
- C. In addition, it will meet all contractual requirements of Metro, per the *Sample Contract* below.
- D. Contractor agrees to comply with all applicable federal, state, and local laws and regulations. All educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of Family Educational Rights and Privacy Act, also known as FERPA (20 U.S.C.A. s1232g) and its regulations.

PART VI: NAZA RIGHTS AND RESPONSIBILITIES

In addition to the leadership and oversight described in *Background*, NAZA will provide to the Contractor:

- A single point of contact

- Technical assistance and guidance in the interpretation of laws and regulations governing this contract

NAZA shall have the right to inspect/monitor any facility or program site where the services performed under the resultant contract are performed.

PART VII: TERMS AND CONDITIONS OF CONTRACT FOR AND PAYMENT OF SERVICES

A contract resulting from this RFP shall be subject to the terms and conditions set forth in the Contract for Services (see Attachment B, *Sample Contract*). No service or part of this implementation shall be subcontracted without the written consent of NAZA.

This contract value is estimated at \$45,500. Contractor shall be paid monthly (either by Metro or by outside grant funding as directed by Metro) as work is completed and Metro is accordingly invoiced.

PART VIII: PROCUREMENT NONDISCRIMINATION PROGRAM REQUIREMENTS

- A. The consideration and content of minority-owned and/or woman-owned business enterprises (MWBE) is required for a Responsive offer.** Metro's Business Assistance Office (BAO) will provide a listing of known Metro registered and certified MWBE firms. Proposers are encouraged to reach out and develop additional MWBE firms for inclusion in the offer, but they must be registered online with Metro prior to the proposal time and date.
- B. The provision of the following items as part of the proposal package is a minimum requirement for a responsive proposal:**
- i. **Covenant of Nondiscrimination** – Proposer's firm has committed to the Covenant of Nondiscrimination when registering with Metro to do business. To review this document, go to <http://www.Nashville.org> and visit the Procurement or Business Assistance web pages (it is NOT necessary to resubmit this with each proposal).
 - ii. **Statement of Interested, Notified, Bid Amount, and Successful MWBE's Selected** – Each proposer must provide the enclosed form (see Form 6, *Statements of Interested, Notified and Successful Subcontractors*) indicating that the proposer has delivered written notice to at least three (3) available MWBE's if use of MWBE's is reasonable and if BAO can provide at least three (3) MWBE's for the applicable category. The interested, notified, successful and

unsuccessful bid prices are one of the several required responses on the form.

- iii. **Registration and Certification** – To be considered for the purpose of being responsive, the subcontractor, supplier and/or joint venturer must be registered online with Metro by the proposal due date.

PART IX: INSTRUCTIONS FOR PROPOSAL

A. Compliance with the RFP

Proposals must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification. A score below 70 will be considered a non-responsive RFP.

B. Acknowledgment of Insurance Requirements

By signing its proposal, a Proposer acknowledges that it has read and understands the insurance requirements for the proposal. Proposer also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted. Otherwise, Metro may rescind its acceptance of the Offeror proposal. The insurance requirements are attached (see Attachment B, *Sample Contract, Insurance Requirements*).

C. Delivery of Proposals

All proposals are to be delivered before 3:00 p.m. on October 24, 2012 to:

Angie McDonald, Contract Specialist
Metro Purchasing and Contract Management
730 2nd Ave., South, 112 Lindsley Hall
Nashville, TN 37210

No proposals will be received after 3:00 p.m.

Proposers must submit one (1) original, and six (6) exact duplicate, numbered copies of the proposal response and one electronic copy of the complete proposal response including any attachments, on a WINDOWS PC compatible CD.

List the Proposal Number on the outside of the box or envelope and note "Request for Proposal Enclosed."

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

D. Evaluation of Proposals (Procedure)

Metro will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, Proposers should exercise particular care in reviewing the Proposal Format required for this RFP.

The evaluation committee shall then score all proposals based upon the evaluation factors detailed herein. The detailed evaluation that follows the initial examination may result in more than one finalist. At such time, Metro may request presentations/demonstrations by Proposers, and carry out contract negotiations for the purpose of obtaining best and final offers.

Metro reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments, as it may deem appropriate. Receipt of a proposal by Metro offers no rights upon the Proposer nor obligates Metro in any manner.

Metro reserves the right to waive minor irregularities in proposals, if such action is in the best interest of Metro. Any such waiver shall not modify any remaining RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the Contract.

E. Ambiguity, Conflict or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify Metro of such error in writing and request modification or clarification of the document. Metro will make modifications by issuing a written revision, and will give written notice to all parties who have received this RFP from Metro.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFP prior to submitting the proposal or it shall be waived.

F. Proposals and Presentation Costs

Metro will not be liable in any way for any costs incurred by any Proposer in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions or negotiations.

G. Rejection of Proposals

Metro reserves the right to accept or reject in whole or in part, any or all proposals submitted. Metro shall reject the proposal of any Proposer that is determined to be non-responsive. The unreasonable failure of a Proposer to

supply promptly information in connection with respect to responsibility may be grounds for a determination of non-responsive.

H. Acceptance of Proposals

Metro shall accept all proposals that are submitted properly. However, Metro reserves the right to request clarifications or corrections to proposals.

I. Validity of Proposals

All proposals shall be valid for a period of 120 days from the submission date.

J. Response Format

To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in the RFP. Any portions of the proposal that do not comply with these guidelines must be so noted and explained in the Certification section of the proposal. However, any proposal that contains such variances may be considered non-responsive. Also, failure by a Proposer to include all listed items may result in the rejection of its proposal.

All documents must be on 8 ½" x 11" paper. The original proposal should be bound in a three (3) ring binder for uniformity and ease of handling. The binder must be organized with each section clearly labeled, pages numbered and separated by tabs. The 5 copies may be bound with a staple or clip.

First, complete the following forms and include in this order at the beginning of the notebook (prior to Tab I):

- Form 1: Cover Page
- Form 2: Organizational Information and Certification

Second, respond to the following, in a straightforward and concise manner:

Tab I: Mission Relevance

State your agency's mission. Describe how your agency's mission/vision compliments or aligns with the goals of NAZA, along with its specific intent to develop the SE Zone.

Tab II: Organizational Capacity

- A. How will being a NAZA Coordinating Agency fit into your organizational structure? How will it operate on a day-to-day basis as part of your organization? Be specific. (An organizational chart may be included for illustrative purposes.)
- B. Describe your organization's capacity to provide physical space to house the work of a NAZA Coordinating Agency. Include in your answer:

- a. A description of the office space available and its location.
 - b. A description of how your agency will meet the requirement to provide phone, computer, internet connection, with access to photocopying equipment and meeting space.
 - c. A description of the technical expertise of your organization, specifically in the areas of IT and data management.
- C. Demonstrate past success with and ability to track program performance and/or outcomes. Include a description of previous outcomes from other successful initiatives and describe past experience with capturing and reporting performance information.
- D. Describe any file management systems and/or databases for internal tracking you have used in the past; explain how your chosen case management system contributed to program integrity and the achievement of stated results.
- E. What are the unique strengths that your organization would bring to NAZA? These may include, but are not limited to:
- a. Connections to key stakeholders, such as elected officials, the faith community, business, public and private organizations/ facilities, and neighborhood groups
 - b. Access to new funding opportunities
 - c. Connections to national organizations or alliances
 - d. Any other in-kind support that your agency is able or willing to leverage for NAZA's success

Tab III: Organizational Experience

- A. Describe your agency's experience in delivering out-of-school time programming to middle-school students. Briefly describe the program(s), the specific time frames with dates. Describe the students involved, including enrollment numbers and average daily attendance. As applicable, describe successful efforts to engage the families of the students.
- B. Describe examples of established collaborations your agency has had with the MNPS middle schools in the Antioch and/or Cane Ridge clusters. Describe positive outcomes for the students that have occurred due to these relationships.
- C. Describe your agency's other (not middle-school-based) experience in the geographic area of the Antioch and/or Cane Ridge clusters. Briefly describe program(s) and other forms of engagement, along with specific time frames with dates.
- D. Demonstrate your agency's significant engagement in community partnerships, referencing both non-profit and public partners.

- a. Provide one specific example describing how your agency was instrumental in facilitating a successful community partnership related to children/youth.
 - b. Identify any community partnerships you would engage to further the work of NAZA in the SE Zone.
- E. Describe how your agency's culture and practices reflect the principles of Positive Youth Development listed in Part I, B, *Background*.

Tab IV: Staffing and Program Quality

- A. Describe how you will ensure that the zone director is qualified to manage the responsibilities as outlined under Part I, C, *Scope of Services*. What sources of organizational support and guidance will be available to this director?
- B. Describe what you would consider the critical ingredients in a successful program quality improvement cycle, based on your experience with working to improve the quality of your programs.

Tab V: Fiscal Management and Budget

- A. Describe your experience securing funding and managing grants and contracts with federal, state, and/or local funding sources. Does your current financial management system allow your agency to meet the financial reporting requirements of state and local government?
- B. Demonstrate past success with leveraging additional resources. Describe both leveraged resources whose purpose has been to ensure and maximize the delivery of services and leveraged resources whose purpose was to maximize a partnership/initiative's financial resources.
- C. Identify any of your agency's current formal partnerships or co-locations that may result in additional resources or services being made available or more accessible to middle-school students in the SE Zone.
- D. Complete and include here the Spending Plan (see Attachment A, *Form 3*) and the Spending Plan Narrative (*Form 4*).

Tab VI: Procurement Nondiscrimination Policy

Complete and include here relevant forms (see *Forms 5-6*). Submit additional documentation as necessary.

L. Proposal Evaluation Factors

There are several factors to be considered in the evaluation of proposals. While Metro believes all these items to be of importance, they are numerically ranked as follows:

<u>POINTS</u>	<u>SECTION</u>
4	Mission Relevance
25	Organizational Capacity
25	Organizational Experience
8	Staffing and Program Quality
28	Spending Plan and Fiscal Management
10	Comparative Cost/Benefit
100	TOTAL

ATTACHMENT A

FORMS AND CERTIFICATIONS

<u>FORM/CERT</u>	<u>SUBJECT MATTER OF FORM</u>
1	Cover Page
2	Organizational Information and Certifications
3	Summary Spending Plan
4	Spending Plan Narrative
5	Good Faith Efforts
6	Statements of Interested, Notified and Successful Subcontractors

FORM 1

COVER PAGE

APPLICANT AGENCY	
Agency Head:	
Title:	
Agency Name:	
Address:	
E-mail:	
Telephone:	
Fax:	
Agency Type:	Governmental _____ School District _____ For Profit _____ Not-For-Profit _____ IRS 501(c)(3) Certificate in Place _____ IRS 501(c) (3) Certificate Pending _____
Funds Requested:	

FORM 2

ORGANIZATIONAL INFORMATION AND CERTIFICATIONS

Organization Name:	
Federal Employer I.D. No.:	
Organization Operates As:	<p align="center">An Individual _____</p> <p align="center">A Partnership _____</p> <p align="center">A Public Agency (specify) _____</p> <p align="center">A Corporation Incorporated Under the Laws of the State of (specify) _____</p>
Organization Is:	<p align="center">Community Based Organization _____</p> <p align="center">Minority-Owned Enterprise _____</p> <p align="center">Female-Owned Enterprise _____</p>

THE PROPOSER CERTIFIES THAT:

Without Exception	With Exception	
_____	_____	NOTE: If any of these questions are answered with exception, please explain in full on a separate attached sheet.
_____	_____	It has no outstanding liens, claims, debts, judgments or litigation pending against it, which would materially affect its programmatic or financial abilities to implement and carry out its proposed program.
_____	_____	It is current in its payment of applicable federal, state and local taxes.
_____	_____	It is free and clear of any questioned or excepted audited costs or of any management and financial practices.
_____	_____	It is not currently under probation or suspension status from any regulatory agency in which it is governed.
_____	_____	The cost and pricing data submitted with this proposal is representative of only those reasonable, allowable and allocable costs necessary for carrying out the proposed program.
_____	_____	It has not been debarred by an action of any government agency.
_____	_____	It is authorized to submit this proposal in accordance with the policies of its governing body.
_____	_____	The information contained herein is true and correct to the best of its knowledge.

By my signature, I certify that I am empowered to act on behalf of the proposing organization in submitting this proposal.

Authorized Signature _____ Date _____

Print Name _____ Title _____

**FORM 3: SPENDING PLAN
PROPOSER:**

ITEM #	ITEM	Coordinating Agency Activities		After-school Programming	TOTAL	
		Funds under this contract	Other sources of funding	Other sources of funding	Funds under this contract	Other sources of funding
1A	Personnel - Staff Salaries			0		
1B	Personnel - Staff Fringe Benefits			0		
2	Staff Travel			0		
3	Occupancy - Rent, Utilities, etc.			0		
4	Communications - Postage, Phone, etc.**			0		
5	Materials, Supplies, Printing & Copying**			0		
6	Furniture, Office Equip., Computers, etc.			0		
7	Student Programming - Direct Benefit			0		
8	Other Direct Benefits – food, etc.			0		
9	Other expenses			0		
	TOTALS			\$00.00		

****Zone marketing, costs associated with the Quality Improvement Cycle, and incentives are covered by NAZA and should not be included.**

FORM 4: SPENDING PLAN NARRATIVE

PROPOSER: _____

Provide an explanation of the budget items related to funds under this contract. Justify or explain each item, relate it to NAZA activities, and explain how the costs were calculated.

Provide an explanation of the budget items related to the implementation of NAZA not covered under this contract. Justify or explain each item, relate it to NAZA activities, and explain how the costs were calculated.



Metropolitan Government of Nashville Procurement Nondiscrimination Program Form Submission Procedures

Demonstrating compliance with the Procurement Nondiscrimination Program requires the submission of the following forms:

1. **Statement of Good Faith Efforts (GFE)**- This completed form is required at the time of bid/proposal submission. Each of the first three listed statements must be initialed by an authorized company official indicating that the prime contractor has made all of the good faith efforts required by the Procurement Nondiscrimination Program. The first three items on this form must be initialed. Prime contractors should initial any of the additional good faith efforts listed subsequently on the form as they are applicable. Please note that timely outreach should be conducted providing firms adequate and reasonable time to respond.

This form must be signed by a principle of your company and dated.

2. **Statements of Interested, Notified, and Successful Subcontractors** – This completed form is required at the time of bid/proposal submission to provide Metro with information regarding your outreach efforts. The first section of this form should list those firms that have contacted you as well as those with whom you have made contact regarding potential participation on this project. The second section of this form should list the MWBE subcontractors with whom you have decided to work with on this project if awarded. Also, only MWBE firms certified by certifying entities recognized by Metro can be considered for GFE outreach.

Submitted forms should be fully completed and specify the MWBE company names, individual(s) contacted, date contacted, M/WBE Certificate Type, percentage of total contract value to be awarded, a description of the work to be performed, and the UNSPS Code of the work. A copy of the codes can be provided upon request to the BAO.

NOTE: Reasons for declining offers made by potential MWBE partners must be noted on this form. If a bid was submitted by the MWBE, the amount of the bid must be included on this form.

This form must be signed by a principle of your company and dated.

3. **Letter of Intent to Perform as a Subcontractor/Joint Venture**--This form is to be completed and submitted by the apparent successful participant **by the end of the second business day following notice of intent to award from Metro**. It should specify the names of the MWBE's with whom the prime contractor intends to subcontract or joint venture. Additionally it should detail the work to be performed, the total value of the MWBE participation on the contract in dollars and percentage and must be signed by both the MWBE subcontractor/joint venture partner AND the prime contractor and dated.

NOTE: A separate form must be completed for each individual MWBE subcontractor/joint venture partner noted on Part II of the Statements of Interested, Notified, and Successful Subcontractors.

Any additional questions regarding required detail and documentation to demonstrate Procurement Nondiscrimination Program compliance should be directed to the Business Assistance Office at 615-880-2814. Please specify the RFP/ITB to which the question is applicable.



GOOD FAITH EFFORTS—FORM 5

Subject: Proposal for _____
(Name of Project)

Pursuant to the requirements for Participants under the Procurement Nondiscrimination Program, and in consideration of the privilege to submit Proposals on contracts funded, in whole or in part, by the Metropolitan Government, I/We, attest that I/We have made the following efforts to ensure that potential MWBE subcontractors were notified of the opportunity to participate as a subcontractor or joint venturer on this project.

_____ I/We have made efforts to include MWBE's, certified by certifying entities recognized by the Metropolitan Government, in the procurement process and to ensure that businesses are not discriminated against on the basis of race, ethnicity or gender;

_____ I/We have delivered written notice to three available MWBEs certified by certifying entities recognized by the Metropolitan Government for each potential subcontracting or supply category in the Contract AND all potential subcontractors or vendors which requested information on the Contract.

_____ I/We have provided all potential subcontractors or vendors with adequate and timely information as to the plans and specifications of this project as well as information necessary to provide a bid or quote as well as and the last date and time for receipt of price quotations.

Additionally, _____ has made the following Good Faith Efforts to include MWBEs as subcontractors or joint venturers on this project.

_____ I/We have attended a special meeting called to inform business and individuals of subcontracting or supply opportunities.

_____ I/We have, in accordance with normal industry practices, divided the contract into economically feasible segments that can be performed by a MWBE.

_____ I/We have provided a written explanation for rejection of any potential subcontractor or vendor to the BAO, included the name of the firm proposed to be awarded the subcontract or supply agreement, where price competitiveness is not the reason for rejection.

_____ I/We have actively solicited, through sending letters or initiating personal contact, MWBEs in all feasible and appropriate categories providing subcontracting opportunities for the contract under consideration.

_____ I/We have utilized the services of available community organizations and associations, contractors' groups, and trade associations known to publicize contracting and

procurement opportunities, for the purpose of obtaining assistance in the contacting and recruitment of MWBEs for the Metropolitan Government contract under consideration.

_____ I/We have advertised in publications of general circulation in the Nashville Metropolitan Statistical Area (“MSA”), trade publications and other media owned by, or otherwise focused or marketed to MWBEs, and the advertisement identifies and describes the specific subcontracting or other opportunity in reasonable detail.

_____ I/We have conducted discussions with interested MWBEs in good faith, and provided the same willingness to assist MWBEs as has been extended to any other similarly situated subcontractor.

_____ I/We have taken steps to ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the obligation to maintain a nondiscriminatory work environment, free of harassment, intimidation, and coercion at all construction sites, offices and other facilities to which employees are assigned to work.

Printed Name of Company Official

Date

Signature

Title of Company Official

Full Company Name

Mailing Address

Area Code/Phone Number

City, State, Zip

Please contact the Business Assistance Office (615) 880-2814 with any questions about information which may be required.



STATEMENTS OF INTERESTED, NOTIFIED AND SUCCESSFUL SUBCONTRACTORS—FORM 6

Please complete this form to provide Metro with information regarding your outreach efforts. Please include information appropriately regarding those certified MWBEs that you contacted, who contacted you and those that you have decided to work with on this project. Please add additional copies of this sheet as necessary so that you may list ALL MWBEs with whom you've had contact. Please contact the Business Assistance Office with any questions at 615-880-2814. Part I of this form must be completed and Part II should be completed if you have identified MWBE firms with whom you will work on this project.

Project Name _____ RFP/ITB Number _____

As part of our regular and customary good faith efforts to include MWBE subcontractors, suppliers and joint venturers, _____ (Company Name) _____ has contacted or was contacted by the following certified MWBEs related to our bid/proposal.

Part I

<i>Business Name & Contact</i>	<i>Phone No</i>	<i>MBE/WBE Certificate Type</i>	<i>Date of Contact</i>	<i>Method of Contact</i>	<i>Who Initiated Contact?</i>	<i>If Bid Submitted, Amount of Bid*</i>	<i>Offer Accepted or Declined</i>	<i>Reason(s) for Declining</i>

*STATEMENT OF BID/PRICE QUOTATION

Having submitted a Proposal/bid for the above referenced project, if awarded the resulting contract or Purchase Order, _____ (Company Name) _____ advises that contingent upon award of the contract to our company, our subcontractor, suppliers, or joint venture partnership participation is projected to be as follows:

Part II

<i>Business Name & Contact</i>	<i>Phone No</i>	<i>MBE/WBE Certificate Type</i>	<i>Dollar value</i>	<i>Estimated % of total contract value</i>	<i>UNSPS Code # for work to be performed</i>	<i>Work to be performed</i>

Name _____ Title _____ Date _____



Letter Of Intent to Perform As A Subcontractor/Joint Venture

This form is to be completed and submitted by the apparent successful participant by the end of the second business day following notice of intent to award.

Proposal for _____ (Name of Project)

Offeror Name _____

The undersigned has agreed to perform work in connection with the above project as:

a subcontractor a joint venture

Detailed description of work items to be performed:

At the following price(s): \$ _____

The total value of MWBE participation under this Subcontractor/Joint Venture Agreement is \$ _____; which is estimated to be _____% of the total Proposal.

Signature of Subcontractor/Joint Venturer

Printed Name: _____

Title: _____

Date: _____

The undersigned will enter into a written agreement with the above subcontractor for the work described upon award and execution of a contract with The Metropolitan Government.

Signature of Offeror

Printed Name: _____

Title: _____

Date: _____

Intently left blank

**CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
FOR PURCHASE OF SERVICES**

This contract is initiated by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** ("METRO") and ("CONTRACTOR") located at . This contract consists of the following documents:

- ***This Contract Document,***
- ***Solicitation, Numbered ,***
- ***CONTRACTOR's Response, and***
- ***Exhibits:***
 - ***Exhibit A, Pricing,***
 - ***Exhibit B, Escalation/De-escalation (if allowed),***
 - ***Exhibit C, ACH Form for Electronic Payment***
 - ***Exhibit D, Affidavits***
 - ***Exhibit E, Contractor Supplied Insurance Forms,***
 -

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- ***Any Properly Executed Contract Amendment (most recent with first priority),***
- ***This Document and All Exhibits,***
- ***Solicitation, Numbered , and***
- ***CONTRACTOR's Response***

The parties hereby agree to the following terms and conditions:

I. Duties and Responsibilities of CONTRACTOR. CONTRACTOR agrees to provide and METRO agrees to purchase the following services:

II. Reserved.

III. Term.

A. The term of this contract will begin on the date this contract is signed by all required parties and filed in the office of the Metropolitan Clerk. METRO contemplates that the contract term will begin on or about January 1, 2013 (beginning date). The initial contract term will end six (6) months from the beginning date.

B. This contract may be extended by contract amendment. 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.

IV. Compensation. This contract has an estimated value of over the life of the contract. The pricing details are demonstrated in **Exhibit A**. CONTRACTOR shall be paid (either by Metro or by outside grant funding as directed by Metro) as work is completed and METRO is accordingly invoiced based on the following schedule: (check if applicable)

- A. single payment following completion of contract,
- B. monthly as work is completed and approved by METRO,
- C. quarterly as work is completed and approved by METRO,
- D. as milestones are completed and approved by METRO,
- E. other (explain)

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

V. Escalation/De-escalation. This contractor is eligible for annual escalation/de-escalation adjustments. If the contract is eligible, the request for adjustment must be submitted to the Purchasing Agent no less than sixty (60) days prior to the **annual anniversary** of the contract signing by the contractor. Any such adjustment shall become effective on the anniversary of the filing of the contract with the Metro Clerk's office. The amount of escalation is subject to the process identified in **Exhibit B**.

VI. Electronic Payment. Metro requires as a condition of this contract that the Contractor shall complete and sign Metro's form authorizing electronic payments to the Contractor. **Exhibit C**.

VII. 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.

VIII. Reserved.

IX. Reserved.

X. Reserved.

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

- A. CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.
- B. If the products or services furnished under this contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:
1. Procure for METRO the right to continue using the products or services.
 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto.
 4. Provided, however, that CONTRACTOR will not exercise option b.3. until CONTRACTOR and METRO have determined that options b.1. and b.2. are impractical.
- C. CONTRACTOR shall have no liability to METRO, however, if any such infringement or claim thereof is based upon or arises out of:
1. The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR.
 2. The use of the products or services in a manner for which the products or services were neither designated nor contemplated.

3. The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

XII. Termination

- A. *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 immediately terminate the contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.
- B. *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.
- C. *Notice by Metro.* METRO may terminate this contract at any time upon thirty (30) days written notice to CONTRACTOR.

XIII. Maintenance of Records. CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under 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.

XIV. Monitoring. The 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.

XV. METRO Property. Any METRO property, including but not limited to books, records and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of the contract. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be METRO property.

XVI. 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.

XVII. Partnership/Joint Venture. Nothing herein shall 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 paragraph.

XVIII. Waiver. No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

XIX. Employment.

- A. 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.
- B. 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.
- C. 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.

XX. Procurement Nondiscrimination Program Requirements

- A. The consideration and contact of minority-owned and/or woman-owned business enterprises (MWBE) was required for a *Responsive* offer.
- B. The provision of the following items was a part of the proposal package. The forms for compliance with the Procurement Nondiscrimination Program are made a part of this contract by reference.
 - 1. *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 and visit the Procurement or Business Assistance web pages (it is NOT necessary to resubmit this with each proposal/contract).
 - 2. *Statement of Interested, Notified, Bid Amount, and Successful MWBEs Selected.*
Each proposer must provide the enclosed form indicating that the proposer has delivered written notice to at least three (3) available

MWBEs if use of MWBEs is reasonable and if BAO can provide at least three MWBEs for the applicable category. The interested, notified, successful and unsuccessful bid prices are one of the several required responses on the form.

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

In the event that a proposer submits the use subcontractors, suppliers and/or joint ventures, a letter of intent signed by both the subcontractor/supplier/joint venturer must be submitted to Procurement by the end of the second business day following issuance of the intent to award letter.

4. *Registration and Certification.*

To be considered for the purpose of being Responsive, the subcontractor, supplier and/or joint venturer must be registered online with Metro by the proposal due date. Certification is required by the filing date of the contract with the Metro Clerk's Office.

XXI. Compliance with Laws. CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations. **Exhibit D.**

XXII. Contingent Fees. 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. **Exhibit D.**

XXIII. Nondiscrimination. It is the policy of the METRO not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, CONTRACTOR certifies and warrants it will comply with this policy. 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. 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. **Exhibit D.**

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

XXV. Insurance. During the term of this Contract, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof the types and amounts of insurance identified (**Exhibit E**) below by a checked box and in the solicitation:

- A. Products Liability Insurance in the amount of one million (\$1,000,000.00) dollars (If the vendor will be shipping to a receiving department of METRO)
- B. General Liability Insurance in the amount of one million (\$1,000,000.00) dollars
- C. Professional Liability Insurance in the amount of one million (\$1,000,000.00) dollars
- D. Automobile Liability Insurance in the amount one million (\$1,000,000.00) dollars (if vendor will be making on-site deliveries)
- E. Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand

(\$100,000.00) dollars, as required by the laws of Tennessee. (Not required for companies with fewer than five (5) employees.)

- F. Other Insurance ... One million dollars (\$1,000,000.00) of sexual molestation and abuse coverage.
- G. Such insurance shall:
1. 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.
 2. For any claims related to this agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects 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.
 3. Automotive Liability Insurance including vehicles owned, hired, and 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.
 4. Worker's Compensation (If applicable), CONTRACTOR shall maintain workers' compensation insurance 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.
 5. *Other Insurance Requirements.* CONTRACTOR shall:
 - a. Prior to commencement of services, 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**

- b. Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.
- c. Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.
- d. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of lease.
- e. Place such insurance with 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.
- f. 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 file subcontractor's certificates of insurance in METRO's system.
- g. 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.
- h. If the 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.

XXVI. Indemnification and Hold Harmless. CONTRACTOR will indemnify and hold harmless METRO, its officers, agents and employees from:

- A. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,
- B. Any claims, damages, penalties, costs and attorney fees arising from any failure of CONTRACTOR, its officers, employees and/or agents, including its

sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- C. METRO will not indemnify, defend or hold harmless in any fashion the CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that the CONTRACTOR may provide.
- D. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

XXVII. 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.

XXVIII. 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**

XXIX. 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.

XXX. 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

FOR METRO USE ONLY
METRO Contract #:
Date:

disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

XXXI. 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.

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

XXXIII. 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.

XXXIV. Notices and Designation of Agent for Service of Process.

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

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

B. Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR:

Att'n:

Addr:

Telephone:

Fax:

E-mail:

C. 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:

Att'n:

Addr:

FOR METRO USE ONLY
METRO Contract #:
Date:

XXXV. Effective Date. This contract shall not be binding upon the parties until it has been signed first by the CONTRACTOR and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk.

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

APPROVED AS TO PROJECT SCOPE:

Department Head

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

Purchasing Agent

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

Director of Finance

**APPROVED AS TO PROOF OF
INSURANCE:**

Risk Manager

**APPROVED AS TO FORM AND
LEGALITY:**

Metropolitan Attorney

**FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:**

Date: _____

CONTRACTOR

Company: _____

BY: _____

Print: _____

Title: _____

Sworn to and subscribed to before me, a
Notary Public, this _____
day of _____, 2012,
by _____,
the _____ of
CONTRACTOR and duly authorized to
execute this instrument on Contractor's
behalf.

Notary Public

My Commission Expires _____

FOR METRO USE ONLY
METRO Contract #:
Date:

Exhibit A
Pricing

The pricing model for this contract is as follows:

FOR METRO USE ONLY
METRO Contract #:
Date:

Exhibit B

Escalation/De-escalation

This Exhibit shall set forth the method of calculation, if permitted by the contract, for price adjustments in subsequent contract periods.

Funding will be addressed with each new fiscal year of the contract. The renewal of the contract will be addressed with an amendment that will also address the funding for that renewal term.

FOR METRO USE ONLY
METRO Contract #:
Date:

Exhibit C

ACH Form for Electronic Payment

This Exhibit must be completed by the CONTRACTOR to facilitate payment of services.

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE
TREASURY DIVISION
ACH (AUTOMATED CLEARING HOUSE) CREDITS**

Company Name: _____

Federal Identification Number or Social Security Number (under which you are doing business with Metro) _____

I (We) hereby authorize the Treasurer of the Metropolitan Government of Nashville and Davidson County, hereafter called METRO TREASURER, to initiate credit entries to my (our) (*select type of account*) CHECKING or SAVINGS account indicated below and the depository named below, hereinafter called DEPOSITORY, to credit the same to such account.

This authority is to remain in full force and effect until METRO TREASURER has received written notification from me (or either of us) of its termination in such time and in such manner as to afford METRO TREASURER and DEPOSITORY a reasonable opportunity to act on it.

Many banking institutions use different numbers for ACH. Please call your bank for verification of ACH transit and account number.

Bank Official contacted: _____ Phone _____

DEPOSITORY/BANK NAME _____ BRANCH _____

CITY _____ STATE _____

ACH TRANSIT/ABA NO. _____ ACCOUNT NO. _____

NAME(S) _____

(Please print names of authorized account signatory)

SIGNED _____ DATE _____

SIGNED _____ DATE _____

Phone _____

Exhibit D

Affidavits

State of _____ in the County of _____

As used herein, "Offeror" will include bidders and proposers.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Position Title) of _____ (Offeror's Firm/Organization), and that Offeror is presently in compliance with, and will continue to maintain compliance with, all applicable laws.

Taxes and Licensure: Thus, Affiant States that Offeror has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Offeror is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L.4.20.065

Nondiscrimination: Offeror, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. With regard to all aspects of this contract, Offeror certifies and warrants it will comply with this policy. M.C.L.4.28.020

Employment Requirement: Offeror, declares that neither the prime, subcontractors, sub-consultants, nor providers of day laborers employ any person who is not a legal resident of the United States. Any contractor who knowingly violates the provisions of this section is subject to debarment or suspension. M.C.L.4.40.60

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

And Further Affiant Sayeth Not:

By: _____
Title: _____
Address: _____

Sworn to and subscribed before me on this _____ day of _____ (Month), 2012.

Notary Public My commission expires: _____

The provision of false information is a material breach.

FOR METRO USE ONLY
METRO Contract #:
Date:

Exhibit E
Insurance Forms

This Exhibit shall house the proof of insurance in the amounts and form set required by the contract.

Please name Metropolitan Government of Nashville-Davidson County as an Additional Insured on the Certificate of Insurance.