

**Request for Quotation 772177,2**

Title **Inclusionary Housing Consultant**  
 Amendment Date **08-JUN-2015 14:37:35**  
 Amendment **Attach Subcontractor Form**  
 Description

Preview Date **08-JUN-2015 14:37:35**  
 Close Date **22-JUN-2015 15:00:00**  
 Time Zone **Central Time**

Open Date **08-JUN-2015 14:37:35**  
 Award Date **Not Specified**

*Please submit your response to:*

Company **Metro Govt Of Nashville and Davidson County**  
 Buyer **BROWN, CHARLES**  
 Location **Metro Govt Of Nashville and Davidson County**  
 Phone **Not Specified**  
 Fax  
 Email **Rick.Brown@nashville.gov**

*When submitting your response, please include the following information.*

Your Company Name	
Address	
Contact Details	
Response Valid Until	

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## 1 Header Information

### 1.1 General Information

Title	<b>Inclusionary Housing Consultant</b>		
Description	<b>Consultant to Develop an Inclusionary Housing Feasibility and Policy Study.</b>		
Amendment Date	<b>08-JUN-2015 14:37:35</b>		
Amendment Description	<b>Attach Subcontractor Form</b>		
Preview Date	<b>08-JUN-2015 14:37:35</b>	Open Date	<b>08-JUN-2015 14:37:35</b>
Close Date	<b>22-JUN-2015 15:00:00</b>	Award Date	<b>Not Specified</b>
Time Zone	<b>Central Time</b>	Buyer	<b>BROWN, CHARLES</b>
Quote Style	<b>Sealed</b>	Email	<b>Rick.Brown@nashville.gov</b>
Outcome	<b>Contract Purchase Agreement</b>		

### 1.2 Terms

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

### 1.3 Requirements

<b>Solicitation (Selection) Method</b>
<p><b>Request for Proposal</b></p> <p>Pursuant to § 4.12.040 M.C.L., this solicitation document serves as the written determination of the Purchasing Agent, that the use of competitive sealed bidding is neither practicable nor advantageous to Metro. Therefore, this solicitation will facilitate the entering into of contract(s) by the competitive sealed proposals process. The proposal process, flexibility and limitations are governed by the Code and related Procurement Regulations.</p> <p>The proposal selection method permits discussions with offerors who submit proposals determined to be reasonably susceptible of being selected for award. Modifications in proposal content, comparative judgmental evaluations of the proposals, corrections, and scope adjustments, may occur at the request of the Purchasing Agent or their designee.</p> <p>There may be one or more amendments to this solicitation. Solicitation amendments are included as updates to the original solicitation. It is the offeror's responsibility to remain informed on all solicitation amendments and submit the solicitation response incorporating all amendments.</p> <p>Offers to Metro online solicitations are required to be submitted within the iSupplier online environment unless otherwise stated. Hard copy offers <b>will not</b> be considered except as required by law.</p> <p>Any response to this solicitation is a <b>formal waiver of any claims of confidentiality</b> regardless of what may be stated, printed, or implied in the submission and/or attachments submitted. All information is made a <b>Public Record</b> after an award is made.</p> <p>The only official position of Metro is found within this solicitation document including answers provided in response to questions raised. The online discussion tool within iSupplier is the appropriate tool for all questions or communications concerning this solicitation.</p>

<b>Solicitation (Selection) Method</b>
..... Target Value . Type <b>No Response Required</b>
<b>Solicitation Objective</b>
The objective of this solicitation is to enter into a contract with a consultant to develop a Metro Ordinance for Inclusionary Housing. ..... Target Value . Type <b>No Response Required</b>
<b>Solicitation Scope</b>
Scope Summary ..... Target Value . Type <b>No Response Required</b>
Consultant to Develop an Inclusionary Housing Feasibility and Policy Study. ..... Target Value . Type <b>No Response Required</b>
Scope Detail ..... Target Value . Type <b>No Response Required</b>
<b>Introduction</b>
Metropolitan Nashville-Davidson County (Metro) is soliciting proposals from professional consulting firms to study the potential for a countywide inclusionary ordinance. Specifically, Metro is seeking expertise on the preparation of a financial analysis of the impacts of inclusionary housing requirements and incentives on housing development in our community. The ultimate product for this assignment, described in detail below, will be called the Inclusionary Housing Feasibility and Policy Study. <b>The budget proposal submitted for this project should not exceed \$50,000.</b> ..... Target Value . Type <b>No Response Required</b>
<b>Background and Study Purpose</b>
Nashville is one of the fastest growing and most economically dynamic metropolitan areas in the Southern United States. As the region's economy has grown in recent years, demand for all types of housing has increased, and housing costs have risen substantially. For both rental and ownership housing, increasing housing costs in the Metro often present a challenge for many lower- and moderate-income households seeking reasonably priced housing alternatives. In order to address this shortage of affordable and workforce housing options, Nashville has implemented a number of policies to increase the supply of housing available to individuals and families across the income spectrum . Despite these efforts, civic and government leaders recognize the need to continue to examine new strategies for creating new affordable housing opportunities for the local workforce. One potential strategy that has been implemented in communities across the US is Inclusionary Housing. Under these voluntary or mandatory polices, developers of market-rate housing set aside a certain percentage of units in exchange for one or more incentives such as a density bonus or other discretionary land use approval. Nationally, there are approximately 500 inclusionary housing policies in communities both large and small and with the very diverse market and development conditions. Nashville's goal in commissioning this study is to understand the practical options for structuring a locally-relevant inclusionary housing policy based on a comprehensive and detailed economic and policy analysis of inclusionary housing policy options. .....

<p><b>Solicitation Scope</b></p> <p>Target Value .</p> <p>Type <b>No Response Required</b></p> <p><b>Scope of Services</b></p> <p>The selected vendor will be required to complete, at minimum, the tasks described below. Metro is seeking creativity in responses to this RFP, and innovative approaches are encouraged in terms of proposal responses to the below required scope elements.</p> <p><b>Task 1: Data Collection, Background Research and Stakeholder Outreach</b></p> <p>Review existing housing studies and data already collected by Metro, and compile additional data to fill any gaps identified by various HUD Area Median Income (AMI) levels, tenure (rental versus ownership), housing type, and geographic area.</p> <p>Working with Metro staff, identify a list of at least 20 key stakeholders and conduct targeted outreach (via phone or in-person meetings) to these stakeholders. These will include but not be limited to local government officials, affordable housing advocates and representatives from the residential development and financing industry.</p> <p>Deliverable #1: Memorandum summarizing review of data, background research, supplemental research to address data gaps and stakeholder research.</p> <p>.....</p> <p>Target Value .</p> <p>Type <b>No Response Required</b></p> <p><b>Task 2: Market and Economic Trends Analysis</b></p> <p>Prepare a comprehensive market and economic trends analysis for Metro. This should include residential market trends for the urban area and submarkets as well as macroeconomic trends affecting the long-term need for affordable and workforce housing in Nashville. Specifically:</p> <ul style="list-style-type: none"> <li>· Analyze residential market trends by income levels, housing tenure, type and geographic/neighborhood sub-area.</li> <li>· Document long-term employment trends affecting the demand for housing.</li> <li>· Include primary data research on comparable for-sale and rental properties in various sub-markets of Nashville; this data will be used to provide inputs for the subsequent financial feasibility testing task.</li> <li>· Research local residential development costs by housing tenure, type and geographic sub-area.</li> </ul> <p>Deliverable #2: Market and Economic Trends Analysis Memorandum</p> <p>.....</p> <p>Target Value .</p> <p>Type <b>No Response Required</b></p> <p><b>Task 3: Financial Feasibility Testing</b></p> <p>Conduct a financial feasibility analysis using current data and provide a written report assessing the potential impacts on project feasibility of inclusionary housing requirements (voluntary and mandatory) in conjunction with potential incentives. This should include at minimum five housing prototypes, representative of the type of housing projects currently being built and likely to be built in the near term in Nashville. These prototypes should include both urban and suburban housing types including ownership and rental project(s) and should reflect current development costs, market rents and prices. Using these prototypes:</p> <ul style="list-style-type: none"> <li>· Evaluate and report the financial impact of 3-5 different production requirements (% of units provided onsite) on the financial feasibility of each project prototype.</li> <li>· Evaluate and report on the financial feasibility of varying AMI targets by housing tenure and type.</li> <li>· Evaluate and report the impact of 2-3 approaches to establishing fees that would be paid in-lieu of on-site production (in-lieu fees).</li> <li>· Evaluate and report the impact of 5-7 potential development incentives on the feasibility of each project prototype, including but not limited to density bonuses, expedited permit or entitlement processing, residential fee reductions, parking requirement reductions and cash and/or financing incentives.</li> <li>· Evaluate and report the impact of varying the incentives and/or requirements in different geographic areas of the county.</li> </ul>
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<b>Solicitation Scope</b>
<p>Deliverable #3: Financial Feasibility Memorandum</p> <p>.....</p> <p>Target Value .</p> <p>Type <b>No Response Required</b></p>
<p><b>Task 4: Stakeholder Focus Group</b></p> <p>Working with staff, the selected consultant will convene and facilitate a focus group of local residential developers and real estate and housing finance experts to share the draft results of the financial feasibility deliverable and gather more in-depth feedback to further refine the analysis. This focus group is intended to engage key local stakeholders in an open, informed and in-depth discussion of different potential policy options for inclusionary housing in Metro Nashville, both voluntary and mandatory.</p> <p>Deliverable #4: Memorandum summarizing Focus Group discussion and refinements (if any) to financial feasibility analysis based on stakeholder feedback</p> <p>.....</p> <p>Target Value .</p> <p>Type <b>No Response Required</b></p>
<p><b>Task 5: Final Report and Recommendations</b></p> <p>Building on all previous tasks, prepare a final financial feasibility and policy report with recommendations for structuring and implementing an effective inclusionary housing policy with a menu of implementation options that would be financially feasible for Nashville developers and meets the stated community goals for increasing long-term affordable housing options. This final report should clearly summarize the findings of the financial feasibility analysis as well as all policy recommendations including, but not limited to, variations in policy requirements by zoning district, development type or geographic area sub-area.</p> <p>The national nonprofit Cornerstone Partnership will be assisting Metro in developing final policy recommendations based in part on this report. Accordingly, this task should include meeting with both Metro and Cornerstone staff to discuss key findings that will assist in developing recommendations for structuring and implementing an effective inclusionary housing policy in Nashville.</p> <p>Deliverable #5: Final Report and Recommendations</p> <p>.....</p> <p>Target Value .</p> <p>Type <b>No Response Required</b></p>
<p>As indicated in the Inquiries Section below, all questions that are specific to the solicitation shall be submitted via iSupplier Online Discussion on or before <b>Friday, May 15, 2015, at 12:00 PM local time</b>. Questions will be answered formally via Amendment to the solicitation shortly after the deadline for submitting questions.</p> <p>You may contact <b>Rick Brown</b> at <b>615-832-6635</b> or <b>rick.brown@nashville.gov</b> with questions regarding iSupplier or you may email <b>isupplier@nashville.gov</b> . All offerors are encouraged to sign in to the iSupplier system as soon as possible to view the solicitation and ensure all login information is correct. Finally, please have your offer loaded in the iSupplier system well in advance of the deadline for submission of offers to avoid any last minute functionality issues. While Metro makes every attempt to assist suppliers with entering their offers, there is not sufficient time to trouble shoot functionality issues within one hour of the deadline for submission of offers.</p> <p>.....</p> <p>Target Value .</p> <p>Type <b>No Response Required</b></p>
<p><b>Standard Solicitation Requirements</b></p>
<p><b>Inquiries</b></p> <p>All inquiries must be made by <b>Friday, May 15, 2015, at 12:00 PM local time</b> using the online</p>

<p><b>Standard Solicitation Requirements</b></p> <p>discussions section of the iSupplier system.</p> <p>Offerors must clearly understand that the only official answer or position of Metro will be the one stated in writing by Division of Procurement staff.</p> <p>.....</p> <p>Target Value .</p> <p>Type <b>No Response Required</b></p>
<p><b>Pre-Offer Meeting</b></p> <p><b>A Pre-Offer Meeting will not be held for this solicitation.</b> If you have any questions concerning the scope of this solicitation, please submit them using the online discussions section of the iSupplier system within the deadline mentioned above.</p> <p>Any questions about the iSupplier system and submitting a quote can be addressed to the buyer, Rick Brown, at the phone number or email address mentioned above.</p> <p>.....</p> <p>Target Value .</p> <p>Type <b>No Response Required</b></p>
<p><b>Accurate Information</b></p> <p>Failure to provide complete and accurate information in an offer to this solicitation may result in your offer being deemed nonresponsive. Metro may institute debarment proceedings against the offeror and/or terminate any contract or purchase order that has been awarded based on inaccurate information.</p> <p>.....</p> <p>Target Value .</p> <p>Type <b>No Response Required</b></p>
<p><b>Extraneous Information</b></p> <p>Offers should be brief and concise. Information provided beyond the requirements described in this solicitation may be considered extraneous and as a result discarded.</p> <p>.....</p> <p>Target Value .</p> <p>Type <b>No Response Required</b></p>
<p><b>Minor Irregularities</b></p> <p>Metro reserves the right to waive minor irregularities in offers, provided that such action is in the best interest of the Metro. Any such waiver shall not modify any remaining solicitation requirements or excuse the offeror from full compliance with the solicitation specifications and other contract requirements if the offeror is awarded a contract.</p> <p>.....</p> <p>Target Value .</p> <p>Type <b>No Response Required</b></p>
<p><b>Ambiguity, Conflict or Other Errors in the Solicitation</b></p> <p>Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this solicitation prior to submitting their offer, or it shall be waived. Claims of ambiguity after submission of the offer shall not serve as grounds for a protest.</p> <p>If an offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, they shall immediately request modification or clarification using the online discussion feature of iSupplier. Required modifications or clarifications will be issued by solicitation amendment.</p> <p>.....</p> <p>Target Value .</p> <p>Type <b>No Response Required</b></p>
<p><b>Validity of Offers</b></p> <p>All offers shall be valid for a period of one-hundred and twenty (120) days from the closing date of the solicitation unless another timeframe is agreed to by all parties. Submission of an offer does not afford rights to the offeror nor obligate Metro in any manner.</p> <p>.....</p>

<p><b>Standard Solicitation Requirements</b></p> <p>Target Value .</p> <p>Type <b>No Response Required</b></p> <p><b>Offer and Presentation Costs</b></p> <p>Metro will not be liable for any costs incurred by an offeror in the preparation of its response to a solicitation, nor for the presentation of its offer and/or participation in any clarifications, discussions, negotiations, or protests.</p> <p>.....</p> <p>Target Value .</p> <p>Type <b>No Response Required</b></p> <p><b>Rejection of Offers</b></p> <p>Metro reserves the right to accept or reject, in whole or in part, any offers submitted. The failure of an offeror to promptly supply information in connection with, or with respect to, reasonable requests may be grounds for a determination of non-responsibility.</p> <p>.....</p> <p>Target Value .</p> <p>Type <b>No Response Required</b></p> <p><b>Subcontractors</b></p> <p>Offeror must enter all subcontractors on the appropriate form provided as part of the solicitation. The file should be attached to your response in Excel format and named "Subcontractor Form". Include any SBE/SDV and MWBE suppliers on this form.</p> <p>.....</p> <p>Target Value <b>Attached Subcontractor Form</b></p> <p>.....</p> <p>Provide your answer below</p>
<p><b>Assistance to Small (SBE) and/or Service Disabled Veteran-owned (SDV) Businesses</b></p> <p>The Metro Procurement Code (§ 4.44) and Regulations (§§ R4.44.020.04) provide options for the Purchasing Agent to include a cost incentive to maximize the participation and performance of Metro approved SBE/SDV businesses. If the Offeror is an SBE/SDV business, Metro considers the work the SBE/SDV firm commits to self-perform. If the work is subcontracted or otherwise procured, only the work performed by a <b>Metro approved SBE/SDV subcontractor or supplier</b> may be considered for the purposes of award incentive. All SBE/SDV businesses included in offers <b>must be registered online with Metro and approved</b> by the Business Assistance Office (BAO) <b>prior to the solicitation closing date</b>. Assistance is provided to offerors who are SBE/SDV, or who need assistance in locating potential SBE/SDV subcontractors or suppliers. See the cost criteria on for possible inclusion.</p> <p>For assistance, offerors are encouraged to contact the BAO by email at BAO@Nashville.gov or call the BAO at (615) 880-2814. For SBE/SDV information and forms go to the Metro website:  <a href="http://www.nashville.gov/Finance/Procurement/Minority-and-Women-Business-Assistance/SMWBE-Lists-and-Forms.aspx">http://www.nashville.gov/Finance/Procurement/Minority-and-Women-Business-Assistance/SMWBE-Lists-and-Forms.aspx</a></p> <p>This solicitation may include an incentive for approved SBE/SDV business participation per the regulations found at  <a href="http://www.nashville.gov/Portals/0/SiteContent/Finance/Purchasing/Regulations%2020140206.pdf">http://www.nashville.gov/Portals/0/SiteContent/Finance/Purchasing/Regulations%2020140206.pdf</a></p> <p>.....</p> <p>Target Value .</p> <p>Type <b>No Response Required</b></p> <p>Some solicitations are the result of an SBE/SDV set-aside. In those cases only approved SBE/SDV firms may submit an offer. The solicitation will state in the opening description if it is an SBE/SDV set-aside solicitation.</p>

<p><b>Standard Solicitation Requirements</b></p> <p>If an SBE/SDV threshold has been established only offers that meet the established threshold will be eligible for SBE/SDV cost incentives. Incentive consideration, if included, is calculated on a pro rata basis for those offers in excess of the established threshold.</p> <p>If the solicitation states a required SBE/SDV participation level, then only those offerors committing to achieve or exceed the established amount will be considered responsive to the solicitation. The solicitation will not contain an SBE/SDV cost incentive.</p> <p>.....</p> <p>Target Value .</p> <p>Type <b>No Response Required</b></p>
<p><b>Payments to SBE/SDV and MWBE Subcontractors/Suppliers</b></p> <p>Contractor shall enter these payments into iSupplier and failure to do so may impact payments to Contractor.</p> <p>.....</p> <p>Target Value .</p> <p>Type <b>No Response Required</b></p>
<p><b>SBE/SDV Misrepresentation</b></p> <p>If Contractor fails to meet SBE/SDV businesses participation committed to in the offer, or it is determined that their SBE/SDV status or the SBE/SDV status of any subcontractor, is shown to be false; Metro may terminate the Contract and charge Contractor for any costs incurred by Metro as a result of the misrepresentation.</p> <p>Misrepresentation may result in debarment.</p> <p>.....</p> <p>Target Value .</p> <p>Type <b>No Response Required</b></p>
<p><b>Americans with Disabilities Act</b></p> <p>Contractor shall ensure Metro that all services provided through this resulting contract shall be completed in full compliance with the 2010 Americans with Disabilities Act ("ADA") enacted by law on March 15, 2012 and adopted by Metro. Contractor will ensure that participants at public meetings with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.</p> <p>.....</p> <p>Target Value .</p> <p>Type <b>No Response Required</b></p>
<p><b>Contractor Personnel Requirements</b></p> <p>Subsequent to submission of an offer and prior to award of a contract, key personnel identified in the offer shall not be changed without the approval of Metro. Any changes in key personnel without Metro approval may result in the offer being rejected and not considered for award.</p> <p>.....</p> <p>Target Value .</p> <p>Type <b>No Response Required</b></p>
<p><b>Unauthorized Work</b></p> <p>The successful offeror shall not begin work until Metro issues a Notice to Proceed or Purchase Order. Any unauthorized work shall be deemed non-compensable and the offeror will have no recourse against Metro.</p> <p>.....</p> <p>Target Value .</p> <p>Type <b>No Response Required</b></p>
<p><b>Good Faith Efforts</b></p>
<p><b>Procurement Nondiscrimination Program (PNP) Requirements</b></p>

**Good Faith Efforts**

The consideration and contact of minority-owned and/or woman-owned business enterprises (MWBE) with a significant presence in the Nashville MSA, is required for a responsive offer. Offerors must complete and attach to their response the Statements of Interested, Notified, and Successful Subcontractors Form indicating that written notice has been delivered to at least three (3) MWBEs in an appropriate field of work. Offerors must attach the written responses from the three (3) MWBEs. MWBE firms included in offers must be registered with Metro and certification received by BAO prior to the solicitation closing date. **Failure to comply with PNP requirements may result in the offer being deemed nonresponsive.**

In the event an offeror submits to use a Metro approved MWBE, a letter of intent signed by both parties must be submitted to BAO by the end of the second business day following issuance of the intent to award notification.

For PNP information and forms, go to

<http://www.nashville.gov/Finance/Procurement/Minority-and-Women-Business-Assistance/SMWBE-Lists-and-Forms.aspx>.

Attach the PNP Form and outreach documentation to your response as one PDF document named "PNP Documentation".

.....  
Target Value **Attached PNP Documentation**  
.....

Provide your answer below

I/We have made efforts to include MWBE's, certified by certifying entities recognized by the Metropolitan Government, in the procurement process and to ensure that businesses are not discriminated against on the basis of race, ethnicity or gender. **Failure to select "Yes" may result in your response being deemed nonresponsive.**

.....  
Target Value **Yes, we have.**  
.....

Circle one from the response values below:

Yes, we have.

No, and are non-responsive.

I/We have delivered written notice to three available MWBEs certified by certifying entities recognized by the Metropolitan Government for each potential subcontracting or supply category in the Contract AND all potential subcontractors or vendors which requested information on the Contract. **Failure to select "Yes" may result in your response being deemed nonresponsive.**

.....  
Target Value **Yes, we have.**  
.....

Circle one from the response values below:

Yes, we have.

No, and are non-responsive.

I/We have provided all potential subcontractors or vendors with adequate and timely information as to the plans and specifications of this project as well as information necessary to provide a bid or quote as well as and the last date and time for receipt of price quotations. **Failure to select "Yes" may result in your response being deemed nonresponsive.**

.....  
Target Value **Yes, we have.**  
.....

Circle one from the response values below:

<b>Good Faith Efforts</b>
<p>Yes, we have. No, and are non-responsive.</p>
<p><b>Additionally, we have made the following Good Faith Efforts to include MWBEs as subcontractors or joint venturers on this project.</b></p> <p>.....</p> <p>Target Value .</p> <p>Type <b>No Response Required</b></p>
<p>I/We have attended a special meeting called to inform business and individuals of subcontracting or supply opportunities.</p> <p>.....</p> <p>Type <b>Optional</b></p> <p>.....</p> <p>Circle one from the response values below: Yes No</p>
<p>I/We have, in accordance with normal industry practices, divided the contract into economically feasible segments that can be performed by a MWBE.</p> <p>.....</p> <p>Type <b>Optional</b></p> <p>.....</p> <p>Circle one from the response values below: Yes No</p>
<p>I/We have provided a written explanation for rejection of any potential subcontractor or vendor to the BAO, included the name of the firm proposed to be awarded the subcontract or supply agreement, where price competitiveness is not the reason for rejection.</p> <p>.....</p> <p>Type <b>Optional</b></p> <p>.....</p> <p>Circle one from the response values below: Yes No</p>
<p>I/We have actively solicited, through sending letters or initiating personal contact, MWBEs in all feasible and appropriate categories providing subcontracting opportunities for the contract under consideration.</p> <p>.....</p> <p>Type <b>Optional</b></p> <p>.....</p> <p>Circle one from the response values below: Yes No</p>
<p>I/We have utilized the services of available community organizations and associations, contractors' groups, and trade associations known to publicize contracting and procurement opportunities, for the purpose of obtaining assistance in the contacting and recruitment of MWBEs for the Metropolitan Government contract under consideration.</p> <p>.....</p> <p>Type <b>Optional</b></p> <p>.....</p> <p>Circle one from the response values below: Yes No</p>
<p>I/We have advertised in publications of general circulation in the Nashville Metropolitan Statistical Area ("MSA"), trade publications and other media owned by, or otherwise focused or marketed to MWBEs, and the advertisement identifies and describes the specific subcontracting or other opportunity in reasonable</p>

<p><b>Good Faith Efforts</b></p> <p>detail.</p> <p>.....</p> <p>Type <b>Optional</b></p> <p>.....</p> <p>Circle one from the response values below:                  Yes                  No</p>
<p>I/We have conducted discussions with interested MWBEs in good faith, and provided the same willingness to assist MWBEs as has been extended to any other similarly situated subcontractor.</p> <p>.....</p> <p>Type <b>Optional</b></p> <p>.....</p> <p>Circle one from the response values below:                  Yes                  No</p>
<p>I/We have taken steps to ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the obligation to maintain a nondiscriminatory work environment, free of harassment, intimidation, and coercion at all construction sites, offices and other facilities to which employees are assigned to work.</p> <p>.....</p> <p>Type <b>Optional</b></p> <p>.....</p> <p>Circle one from the response values below:                  Yes                  No</p>
<p><b>Insurance Requirements</b></p> <p>Any offeror receiving an award shall be required to provide a Certificate of Insurance prior to execution of a contract.</p> <p>The "Description" section must read as follows: <b>Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement and automobile liability additional insured endorsement.</b></p> <p>In the "Certificate Holder" section it must read as follows: <b>Purchasing Agent, Metropolitan Government of Nashville and Davidson County, Metro Courthouse, Nashville, TN 37201.</b></p> <p>The following insurance(s) shall be required:</p> <p>.....</p> <p>Target Value .</p> <p>Type <b>No Response Required</b></p> <p>· General Liability Insurance in the amount of one million (\$1,000,000.00) dollars (if the supplier will be making on-site delivery)</p> <p>.....</p> <p>Target Value .</p> <p>Type <b>No Response Required</b></p> <p>· Professional Liability Insurance in the amount of one million (\$1,000,000.00) dollars</p> <p>.....</p> <p>Target Value .</p> <p>Type <b>No Response Required</b></p> <p>· Automobile Liability Insurance in the amount of one million (\$1,000,000.00) dollars (if supplier will be making on-site deliveries)</p> <p>.....</p> <p>Target Value .</p> <p>Type <b>No Response Required</b></p>

<b>Insurance Requirements</b>
<p>· Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee. (Workman's Comp Insurance is not required for companies with fewer than five (5) employees.)</p> <p>.....</p> <p>Target Value .</p> <p>Type <b>No Response Required</b></p>
<b>Affidavit</b>
<p>Enter your City</p> <p>.....</p> <p>Target Value .</p> <p>.....</p> <p>Provide your answer below</p>
<p>Enter your County</p> <p>.....</p> <p>Target Value .</p> <p>.....</p> <p>Provide your answer below</p>
<p>Enter your State</p> <p>.....</p> <p>Target Value .</p> <p>.....</p> <p>Provide your answer below</p>
<p>Enter your Zip Code</p> <p>.....</p> <p>Target Value .</p> <p>.....</p> <p>Provide your answer below</p>
<p>Affiant states that Offeror has all applicable licenses, including business licenses. Affiant also states that offeror is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L.</p>

<b>Affidavit</b>
4.20.065 ..... Target Value <b>Yes, I so affirm.</b> ..... Circle one from the response values below: Yes, I so affirm. No and are non-responsive.
Affiant affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L. 4.28.020 ..... Target Value <b>Yes, I so affirm.</b> ..... Circle one from the response values below: Yes, I so affirm. No and are non-responsive.
Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows: To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government; - To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts; - Not to otherwise engage in discriminatory conduct; - To provide a discrimination-free working environment; - That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption; - That the Covenant of Nondiscrimination shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and - That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070 ..... Target Value <b>Yes, I so affirm</b> ..... Circle one from the response values below: Yes, I so affirm No, and am nonresponsive
Affiant affirms that the offeror nor utilized temporary staffing service employs any person who is not a legally authorized to work in the United States. Any contractor who knowingly violates the provisions of this section is subject to debarment or suspension. M.C.L. 4.40.060 ..... Target Value <b>Yes, I so affirm.</b> ..... Circle one from the response values below: Yes, I so affirm. No and are non-responsive.
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 ..... Target Value <b>Yes, I so affirm.</b> ..... Circle one from the response values below:

<b>Affidavit</b>
Yes, I so affirm. No and are non-responsive.
<b><i>And Further Affiant Sayeth Not:</i></b> Name of Company Officer: ..... Target Value . ..... Provide your answer below
Title: ..... Target Value . ..... Provide your answer below
<b><i>The provision of false information is a material breach.</i></b> ..... Target Value <b>Acknowledged.</b> ..... Circle one from the response values below: Acknowledged. Our offer is non-responsive
<b><i>If the principal officer cannot so attest, the offer will be determined non-responsive.</i></b> ..... Target Value . Type <b>No Response Required</b>
<b>Evaluation Criteria</b>
<b>All submitted proposals should include the following on every page as a header and/or footer</b> · <b>RFQ Number</b> · <b>RFQ Title</b> · <b>Proposer Name</b> · <b>Evaluation Criteria Section Title</b> · <b>Page Numbers</b> <b>Each PDF document should be named the Evaluation Criteria Section Title</b> · .....
Target Value . Type <b>No Response Required</b>
<b>EVALUATION CRITERIA</b> <b>Contract Acceptance</b> Indicate your acceptance of the attached contract, general terms and conditions, requirements of the RFP, bonding requirements (if noted in the RFP/contract), and insurance requirements for this solicitation.

<p><b>Evaluation Criteria</b></p> <p>If any exceptions are taken, identify them (if none are stated in this section, they will not be granted after the contract is awarded. Exceptions taken after the award will result in the withdrawal of the intent to award and offeror's firm suspended from upcoming solicitations).</p> <p>Note, if exceptions are taken, evaluation scores will reflect Metro's assessment of the impact for these considerations. Those exceptions may result in the rejection the proposal as non-responsive, if, in the sole evaluation of METRO, the requested changes are unacceptable.</p> <p>.....</p> <p>Target Value <b>Accept Contract as Presented</b></p> <p>.....</p> <p>Provide your answer below</p>
<p><b>Project Approach and Process (30 pts)</b></p> <p>Using the Scope of Services presented in Section II, please describe your approach to the project, including the methods that you would use to gather the necessary information required for the study. Include a proposed work plan and a timeline showing key milestones. Address any additional services that your firm would perform in conjunction with the functional requirements listed above. NOTE: Time will be of the essence in completing this assignment. Propose an overall timeline for completing this project in approximately 4 month form the point that a formal contract is executed. This process timeline should include a proposed schedule for interim status report meetings including a core client group made up of city staff and representatives from Cornerstone Partnership.</p> <p>.....</p> <p>Target Value <b>Attach as Project Approach and Process</b></p> <p>.....</p> <p>Provide your answer below</p>
<p><b>Proposed Budget (10 pts)</b></p> <p>Please provide a budget broken down by scope task and deliverable. Include the total number of in-person meetings included as part of this proposed budget.</p> <p><b>The proposed budget should not exceed \$50,000.</b></p> <p>.....</p> <p>Target Value <b>Attach as Proposed Budget</b></p> <p>.....</p> <p>Provide your answer below</p>
<p><b>Project Understanding (30 pts)</b></p> <p>Describe your experience in stakeholder outreach; working with official government bodies; and attending public hearings in regards to housing policy.</p> <p>Detail what factors you believe make your firm the right fit for this project.</p>

Evaluation Criteria
<p>.....</p> <p><b>Target Value Attach as Project Understanding</b></p> <p>.....</p> <p>Provide your answer below</p>
<p><b>Qualifications and Experience (30 pts)</b></p> <p>Describe your firm's knowledge of and experience in working with local government agencies, specifically in the area of market and financial analyses and affordable housing.</p> <p>Provide a brief but detailed narrative of similar projects that your firm has successfully completed (i.e. gathered data, completed analysis, prepared development pro formas, prepared a final written report), describing the challenges of each project and your firm's approach to addressing them. Include, at a minimum, the name and address of the government entity that the project was commissioned by, the project name and a contact person with a telephone number and/or e-mail address.</p> <p>Provide a list of your proposed team members and detail their areas of responsibility. Describe the experience level of each team member and the skill set that they will bring to this project, including experience in real estate development and finance. This information should be shown on the Subcontractor Form attached to this solicitation.</p> <p>.....</p> <p><b>Target Value Attach as Qualifications and Experience</b></p> <p>.....</p> <p>Provide your answer below</p>

#### 1.4 Attachments

Name	Data Type	Description
Subcontractor Form	File	

#### 1.5 Response Rules

*This negotiation is governed by all the rules displayed below.*

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

**Contract Terms and Conditions**

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## Terms and Conditions

### 1. GOODS AND SERVICES CONTRACT

#### 1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **Enter Legal Name** ("CONTRACTOR") located at **Enter Address, City, ST ZIP**. This contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document and affidavit(s),*
- *The solicitation documentation RFQ #772177 Inclusionary Housing Consultant (made a part of this contract by reference),*
- *Purchase orders (and PO Changes),*
- *CONTRACTOR's response to solicitation,*
- *Procurement Nondiscrimination Program forms (incorporated by reference).*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

### 2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

#### 2.1. Duties and Responsibilities

CONTRACTOR agrees to provide the goods and services as briefly described below and more fully defined in the solicitation.

*Develop an Inclusionary Housing Feasibility and Policy Study.*

#### 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 the date this contract is approved by all required parties and filed in the office

of the Metropolitan Clerk. The initial contract term will end [INSERT TERM].

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

### **3.2. COMPENSATION**

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

This contract has an estimated value of \$[Agreement Amount]. The pricing details documented below and more fully described in Exhibit are made a part of this contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced based on the following schedule:

[ENTER COMPENSATION PLAN/SCHEDULE]

#### **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 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.

#### **3.2.4. Electronic Payment**

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

### **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 identify the breach and CONTRACTORS shall cure the performance within thirty (30) days. Failure to satisfactorily provide cure, 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.

#### **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. Procurement Nondiscrimination Program Requirement**

The consideration and contact of minority-owned and/or woman-owned business enterprises ("MWBE") is required for a responsive offer to any solicitation. The provision of the Procurement Nondiscrimination Program ("PNP") documents shall be part of each individual solicitation response and incorporated herein by reference.

### **5.4. 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).

### **5.5. Statement of Interested, Notified, Bid Amount, and Successful MWBEs Selected**

CONTRACTOR must provide the provided form indicating that CONTRACTOR has delivered written notice to at least three (3) available MWBEs if use of MWBEs is reasonable and if the Business Assistance Office can provide at least three (3) MWBEs for the applicable category. The interested, notified, successful and unsuccessful bid prices are one of several responses required on the form.

### **5.6. 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")."

### **5.7. 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.

### **5.8. 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. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ, PO, or Contract number on the ACORD document.

### **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. GENERAL TERMS AND CONDITIONS**

### **7.1. 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.

### **7.2. Warranty**

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

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice.

Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

### **7.3. Software License**

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or the CONTRACTORs response to the solicitation.

### **7.4. Copyright, Trademark, Service Mark, or Patent Infringement**

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect

settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

Procure for METRO the right to continue using the products or services.

Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing.

Remove the products or discontinue the services and cancel any future charges pertaining thereto.

Provided, however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO, however, if any such infringement or claim thereof is based upon or arises out of:

The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;

The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or

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

#### **7.5. 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.

#### **7.6. 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.

#### **7.7. 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. All documents which make up this contract; all other documents furnished by METRO; all conceptual drawings, design documents,

closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of the contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization.

#### **7.8. 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.

#### **7.9. 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.

#### **7.10. 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.

#### **7.11. 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.

#### **7.12. Compliance with Laws**

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

#### **7.13. 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.

#### **7.14. 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.

#### **7.15. Indemnification and Hold Harmless**

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

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

#### **7.16. 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.

#### **7.17. 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.

**7.18. 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.

**7.19. 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.

**7.20. 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.

**7.21. Venue**

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

**7.22. Severability**

Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

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