

**REQUEST FOR PROPOSAL
PROMOTIONAL ITEMS/TRADESHOW AMENITIES FOR THE
MUSIC CITY CENTER
201 5TH AVENUE SOUTH, NASHVILLE, TENNESSEE 37203**

RFP # 106-2017

**Issued By:
The Convention Center Authority
of the Metropolitan Government of Nashville and Davidson County**

This solicitation document serves as the written determination of the Director of Purchasing, that the use of competitive sealed bidding is neither practicable nor advantageous to the Convention Center Authority. Therefore, this solicitation will facilitate the entering into of contract(s) by the competitive sealed proposals process.

Issuance Date: November 29, 2017

Promotional Items/Tradeshow Amenities for the Music City Center



**Proposal Submission Date:
December 19, 2017 (3:00 PM Nashville local time)**

**Procurement Staff Contact:
Jasmine Quattlebaum
Director of Purchasing
Convention Center Authority**

**REQUEST FOR PROPOSAL
PROMOTIONAL ITEMS/TRADESHOW AMENITIES**

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NOTICE TO OFFERORS

This Request for Proposal (RFP) has been posted to Nashville Music City Center (hereafter Music City Center or MCC) website for your convenience. Addenda and attachments, if issued are also posted. It is the Offeror’s responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.

Solicitation amendments are posted on the Music City Center web site at (<http://www.nashvillemusiccitycenter.com/business-opportunitites>) and attached to the individual solicitation listing as either a Microsoft Office product or PDF file.

Any alterations to the document(s) made by the Offeror, other than completing worksheets/forms, may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Convention Center Authority.

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I) INTRODUCTION AND OVERVIEW

A. Convention Center Authority.

Established in 2009, the Convention Center Authority of Metropolitan Government of Nashville & Davidson County (hereinafter “the Authority”) is a public, nonprofit corporation and a public instrumentality of the City and is authorized under Title 7, Chapter 89, Part 1, Tennessee Code Annotated, as amended, to plan, promote, finance, construct, acquire, renovate, equip and enlarge convention center facilities along with associated hotel accommodations in order to promote and further develop tourism, convention and employment opportunities in the State of Tennessee and thereby provide a means to attract conventions, public assemblies, conferences, trade exhibitions or other business, social, cultural, scientific and public interest events to the State, enhance the State’s image as a convention destination, and encourage and foster economic development and prosperity and employment within the State. The Authority consists of nine members appointed by the Mayor of Nashville and includes a chair, vice-chair, and secretary, who are elected annually.

The Music City Center, located at 201 5th Avenue South, Nashville, Tennessee, 37203, which includes approximately 353,000 square feet of exhibition space, approximately 75,000 square feet of ballroom space (consisting of a 57,500 square foot Karl F. Dean Grand Ballroom and an 18,000 square foot Davidson ballroom), 60 meeting rooms with approximately 90,000 square feet in total, over 145,000 square feet of pre-function space, two outdoor terrace areas (one on 5th Avenue with 19,000 square feet of space and the other at the corner of 8th Avenue and Demonbreun with over 8,000 square feet of space), 32 loading docks, 1,800 space 3 level parking garage and approximately 7,500 square feet of retail space.

B. SBE/DBE/SDV Set Aside Program.

The Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (hereinafter, “Authority”) has determined that sufficient Small and Diverse Business Enterprise firms and Small Service-Disabled Veteran Owned Businesses (SBE/DBE/SDV) are available to obtain competitive offers for the services required herein.

Therefore, this solicitation is hereby considered an opportunity for the **SBE/DBE/SDV Set-Aside Program**. Small and/or service-disabled veteran owned businesses (SBE/DBE/SDV) planning to submit offers under this solicitation must be registered online with Metro and is a certified DBE prior to the proposal submission date.

Offers submitted by large businesses will not be acceptable; unless otherwise provided for at a later date.

C. Purpose and Opportunity.

The Authority is administering this RFP for qualified firms to submit proposals for Promotional Items/Tradeshaw Amenities for the Music City Center.

It is the Authority’s objective to select the best-qualified firm who, in its opinion, will continuously provide top quality service and generally create goodwill within this high-

quality facility. The final decision of the Authority will be made in its overall best interest. Any anticipated changes or deviations from these contracts should be clearly identified in the response to this RFP.

Any contract resulting from this RFP will be for a three (3) year term with a one-time option to extend for two (2) additional one year terms at the sole discretion of the Authority.

II) SCOPE OF SERVICES.

The Authority is looking to seek offers from qualified firms who can supply a wide array of promotional/tradeshows items. These items may include, but are not limited to, pocket folders, pens, mugs, hats, clothing, luggage, etc. These items may incorporate multiple variations of artwork depending on the use:

A. Scope Detail

The Contractor agrees to provide promotional items and/or tradeshow amenities under the following responsibilities:

- Offer a wide range of brand names, materials, sizing, colors, etc.
- Ability to provide all relevant ordering information including, but not limited to:
 - Lead or production time status
 - Catalog & Annual Pricing
 - Dimensions
 - Imprint Area and Methods
 - Weight
 - Packaging
- Identification of the Contractor's point of contact to serve as a liaison to the MCC.
- Update Director of Purchasing regarding new promotional items, sales, bulk opportunities, etc.
- Provide a new catalog annually.
- Create an order form for MCC standard items for efficient ordering.
- Create a document with photos of standard items for reference.
- Ability to provide a sample of all requested items prior to order placement.
- Promote product selections which consist of:
 - High post-consumer (PCW) recycled content material
 - Readily recyclable items ("compostable" items do not count)
 - Minimized and readily recyclable packing
 - Nontoxic dyes or inks
 - Food/Liquid container items (e.g. water bottles) that does not contain Phthalates and/or Bisphenol-A
 - Durable quality
- Ability to design promotional items and/or trademark amenities with logo and provide a visualization of product with logo.
- Ability to change product and logo color options.

- Provide anticipated minimum quantity for purchases, as well as options for ordering processes.
- Provide suggested sustainable amenity items.
- Maintain MCC logo for quick and frequent re-orders (i.e.: pens and pads).
- Arrange for MCC team members to review and approve a physical “proof” for new items.
- Provide gift wrapping and imprinting services for special requests (additional cost).
- Ability to send and receive artwork electronically to suppliers, manufactures, or distributors.
- Provide quality control measures and guarantees, as well as the formal dispute process.
- Place orders with suppliers, manufacturers or distributors.
- Ability to integrate with iProcurement.
- Invoice MCC for each order separately (one order form=one invoice)
- Invoice details must include department, purchase order number, quantities, product descriptions, and shipment details.
- Ability to accommodate all manners of shipping requests.
 - Shipping options should include overnight to ground for all carriers
 - Provide instant order completion confirmation with appropriate tracking and carrier links.

III) SUBMISSION INSTRUCTIONS

A. Timetable.

The following timetable should be used as a working guide for planning purposes. The Authority reserves the right to adjust this timetable in its sole discretion and without notice during the course of this RFP process.

Request for Proposals Released	November 29, 2017
RFP Questions and Inquiries Deadline	December 8, 2017
Responses to Inquiries	December 13, 2017
RFP Response Due	December 19, 2017 @ 3:00 p.m.

B. Inquiries.

Direct all questions related to this RFP via email to mccpurchasing@nashvillemcc.com with Promotional Materials/Tradeshow Amenities in the subject line. The deadline for receiving questions and inquiries is indicated in Section V (A). All questions and inquiries will be reviewed and, and responses will be posted at (<http://www.nashvillemusiccitycenter.com/business-opportunitites>) by the date indicated in Section V (A).

C. Submissions.

All submittals must be received no later than indicated in Section V (A). Qualification proposals must be submitted in a sealed envelope. No submission will be accepted after deadline. Incomplete or ineligible submissions will not be reviewed. Every effort will be made to ensure the safe handling of submitted materials; however, the Authority will not be responsible for any loss or damage. **Submission should be sent by UPS or FedEx to:**

Jasmine Quattlebaum
Director of Purchasing/DBE
Music City Center
700 Koreans Veterans Blvd
Nashville, Tennessee 37203

Hand Delivery Submissions should be delivered to:

Music City Center Administrative Offices

Jasmine Quattlebaum
Director of Purchasing/DBE
600 Koreans Veterans Blvd
Nashville, Tennessee 37203

D. Compliance with RFP.

Submissions must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification. The Authority reserves the right to reject any proposals and/or waive any formalities in the solicitation process. Furthermore, each proposer should carefully examine this RFP and all attachments and exhibits. Each proposer shall judge for itself all conditions and circumstances having relationship to the proposal. Each proposer will be responsible for taking such actions as they deem necessary or prudent prior to submitting a proposal. Failure on the part of any proposer to take such actions shall not constitute grounds for declaration of not understanding the conditions with respect to making its proposal. Each proposer is responsible for reading and understanding this RFP, including, but not limited to, these instructions for submitting a proposal. Proposer's failure or neglect to review any provided provisions of an agreement and the provisions of this RFP will not relieve such proposer of any contractual obligations contained in an agreement or required under the RFP. Proposer shall have no claim for relief based upon a lack of knowledge of the content or legal effect of any such provision.

E. Response Format, Requirements, and Evaluation Criteria.

Please submit one (1) original, seven (7) copies, and one (1) electronic copy of the complete proposal response including any attachments, on a WINDOWS PC compatible CD or flash drive (verify all files are on disc/flash drive prior to submitting proposal) of the following materials to the address set forth in Section V (D). **Proposals submitted electronically (i.e. Email) WILL NOT be accepted.**

All text must be printed on single-sided or double-sided pages and on the following:

Tab 1) Transmittal Letter

A brief letter of interest highlighting particular qualifications and committing to enter into good faith negotiations and execute a mutually agreed upon agreement if selected.

Tab 2) Qualification of Firm

Total points available for this criterion are 35 points.

Include the following:

- How long has your firm been in business doing work similar to the scope of service described in this RFP?
- Describe your company's capacity to perform the work that likely will be associated with this Scope of Services. Indicate which services (i.e. embroidery, imprinting, etc.) you would perform in-house and which would require outside vendors.
- Describe how your firm stays informed of product recalls and the processes you have in place to ensure applicable customers are notified promptly.
- How long have those assigned to the team been doing the type of work similar the scope of service described in this RFP?
 - Identify their names, years of experience and any certifications applicable to the scope of service described in this RFP. Provide resumes' of all personnel working assigned to the team.
- Provide a list of brand names that your firm offers for promotional items.
- Provide catalogue(s) of amenities ranging from high-end to low-end (website link will suffice). Catalogue(s) must provide rack-rate pricing.

Tab 3) Submittal of Samples

Total points available for this criterion are 25 points.

- Provide a sample of merchandise choices that MCC could select from to include a trade show giveaway item, promotional gift item, stationery item, and an apparel item.

Each sample submitted shall have a logo (does not need to be MCC logo) or a message of one color printed on the item. Each proposal shall include one (1) each of the following samples:

- Economy Pen
- Executive Pen
- Umbrella
- Logo Writing Pads (8 ½ x 11)
- Tote Bags
- Embroidered Polo Shirts

Please include applicable quote documentation with each sample. Samples will be evaluated in conjunction with the criteria for sustainability, quality, and pricing.

- Provide samples of order forms, pictorial guides, website URLs, or other documentation that would be used in supporting this contract.

Tab 4) Cost Criteria

Total points available for this criterion are 30 points.

Please include applicable quote documentation for each sample provided. Samples will be evaluated in conjunction with the criteria for sustainability, quality, and pricing.

Vendors must also submit a comprehensive catalog of products including rack-rate prices as well as a discount to be applied for increasing quantities. Catalogs submitted for consideration must provide (%) discount offered off list price highlighting the Page No. where items are referenced. Submission of out dated price lists or catalogs may result in rejection of the response.

Vendors must also provide anticipated fees/costs for logo and setup.

Tab 5) Reference Projects

Total points available for this criterion are 10 points.

Include three references from three different projects of similar size where services similar to those requested in this RFP have been provided within the last three years.

Information provided for each client shall include the following:

- a) Client name, address, email and current telephone number
- b) Description of services provided
- c) Time period of the project or contract

Tab 6) Sustainability

Provide information on your company’s sustainability practices and how these practices could positively impact this contract.

Tab 7) Exceptions

Exceptions must be noted in this section of the proposal by the Contractor. Exceptions taken after the award may result in the withdrawal of the intent to award and Proposer’s firm suspended from upcoming solicitations

Any listing of exceptions by a Contractor in their proposal in no way obligates the Authority at any time to change the contract’s general terms and conditions, the requirements of the RFP, or the insurance requirements of this solicitation.

Any exceptions listed by a Proposer may be unacceptable to the Authority and may result in a reduction in the evaluation scoring or be cause for rejection of a Proposer’s proposal.

Tab 8) Exhibits

Proposers must complete and submit Exhibit A-E.

IV) SELECTION PROCESS

A. Selection Process.

The Authority is using the Competitive Sealed Proposals method of source selection, as authorized by Section 3.3 of its Procurement Policy. The Authority may, as it deems necessary, conduct discussions with Responsive and Responsible Offeror(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. Award(s), if made, will be made to the Responsive and Responsible Offeror(s) whose proposal and qualifications are most advantageous to the Authority. Responses to this RFP will be evaluated by an evaluation committee appointed by the Director of Purchasing/DBE or designee, in consultation with the Authority, (the “Evaluation Committee”). The Evaluation Committee shall be comprised of subject matter experts for the specific procurement. The Evaluation Committee may be Convention Center Authority team members, consultants, or employees of other governmental agencies or citizens with no business conflicts with the potential Vendors. The Evaluation Committee shall then score all proposals based upon the evaluation factors detailed herein. Evaluation will be based on consensus scoring of the Evaluation Committee based on committee deliberations of the proposals. Scores will not be an averaging of individual committee members’ scores. Upon completion of the consensus scoring, the committee may recommend short-listing the proposals that are potentially acceptable and unacceptable. The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, the Authority may request presentations by Offerors, carry out contract negotiations for the purpose of ultimately obtaining offers that are in the best interests of the Authority, and conduct detailed reference checks on the short listed Offerors. The Authority reserves the right to contact any and all references to obtain, without limitation, information regarding the Offeror’s performance on previous projects. A uniform sample of references will be checked for each short-listed Offeror. Should a successful contract negotiation not be reached in a timely manner, the Authority reserves the right to select another proposer as the vendor.

B. Evaluation of Proposals.

The Music City Center staff will first examine proposals to eliminate those which are clearly non-responsive to the stated requirements. The Evaluation Committee will evaluate all responsive and responsible proposals and qualifications based upon the selection criteria set forth herein. Other agencies and consultants of the Authority also may examine the proposals and qualifications. The evaluation committee will make recommendation(s) to the Authority's staff to consider. The Authority reserves the right to withdraw this RFP at any time, for any reason, and to issue such clarifications, modifications, and/or amendments, as deemed appropriate. Receipt of a proposal by the Authority of a submission of a proposal offers no rights upon the offeror/proposer nor obligates the Authority in any manner. The Authority reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the Authority.

V) RULES AND GUIDELINES

A. Conflict of Interest.

Proposers and development teams with conflicts of interest as outlined in the Authority's conflict of interest policies or otherwise are ineligible.

B. Requests for Clarification of Submission.

The Authority may check references to assist in the evaluation of any submission.

C. Submissions and Presentation Costs.

The Authority will not be liable in any way for any costs incurred by any developer or development team in the preparation of its proposal in response to this RFP, nor for the presentation of its submission and/or participation in any discussions.

D. Validity of Submissions.

All proposals shall be valid for a period of one (1) year from the due date of the RFP.

E. Rejection of Submissions.

The Authority reserves the right to accept or reject in whole or in part any or all proposals submitted.

F. Minor Irregularities.

The Authority reserves the right to waive minor irregularities in offers, provided that such action is in the best interest of the Authority. 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.

G. Americans with Disabilities Act.

The vendor shall assure to the Authority that all services (including but not limited to the design services, as well as any construction, repair, or other infrastructure improvements) made through the Agreement, if an award is made, 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 the City. Questions, concerns, complaints, requests for accommodation, or requests for additional information regarding the Americans with Disabilities Act may be forwarded to ADA Compliance Coordinator, Elisa Putman.

Individuals who need auxiliary aids for effective communication in the programs, services or activities of the Authority are invited to make their needs and preferences known to the ADA Compliance Coordinator. This notice can be made available in alternative formats through the office of the ADA Compliance Coordinator, Elisa Putman, Monday through Friday, 8:00 a.m. until 4:30 p.m.

H. Non-Discrimination.

It is the policy of the Authority 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 RFP the proposer certifies and warrants it will comply with this policy. Notwithstanding any other provision of this RFP, 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 the Authority'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 the Authority or in the employment practices of the Authority's contractors. Accordingly, all contractors entering into contracts with the Authority 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. Further, the Authority prohibits discrimination. It is the policy of the Authority that they shall not discriminate in their employment practices by failing or refusing to hire or promote, or to discharge any individuals, because of the individual's race, religion, creed, gender identity, national origin, color, age, and/or disability.

Inquiries concerning non-discrimination policies should be forwarded to: Jasmine Quattlebaum, Director of Purchasing/DBE, Convention Center Authority, 201 Fifth Avenue South, Nashville TN 37203, (615) 401-1445.

I. Public Disclosure.

All submissions are considered public and subject to review upon request only after a successful Intent to Award Letter has been signed. Prior to a successful Intent to Award Letter, all submissions will be kept private in order to preserve a competitive and fair selection process.

J. Compliance with the Authority's Procurement Policy and Affidavit.

Proposers shall assure to the Authority that it is and will be at all times in compliance with the Authority's Procurement Policy. Further, and as a part of the contract negotiation, the successful developer and/or development team shall

submit a signed affidavit regarding compliance with laws, taxes and licensure, contingent fees and nondiscrimination. See Exhibit A.

K. Assistance to Minority, Women, Small, and Service-Disabled Veteran-Owned Business Enterprises.

It is the policy of the Authority to assist minority, women, small, and service-disabled veteran-owned business enterprises in learning how to do business with the Authority. Furthermore, proposers are encouraged to maximize the usage of minority, women, small, and service-disabled veteran-owned businesses with respect to this RFP. See Section III.

Proposers are required to submit a monthly diversity report by the 15th of the following month as referenced in the Music City Center DBE program and guidelines.

L. Compliance with the Authority's Procurement Nondiscrimination Program.

It is the policy of the Authority to promote full and equal business opportunities for all persons doing business with the Authority by increasing the purchase of goods and services from minority and women-owned businesses within the Nashville Metropolitan Statistical Area ("MSA"). Proposers shall assure to the Authority that it is and will be at all times in compliance with the Authority's Procurement Nondiscrimination Policy. See Section IV.

M. Sustainability Requirements.

Vendor must comply and participate in all MCC sustainability programs.

N. IT Security Requirements

Any contractor accessing the MCC network must comply with Metropolitan Government of Nashville & Davidson County ITS information Security Procedures.

O. Logos.

Only the MCC approved logos will be utilized throughout the facility including, but not limited to uniforms, advertisements, business cards, brochures, proposals, etc. Other than legal requirements the name of the contractor will not be utilized.

P. Insurance Requirements.

Any potential vendor receiving an award shall be required to provide proof of insurance, in the form of a Certificate of Insurance. The awarded supplier must provide the Authority with original Certificates of Insurance within fifteen days of notification of award.

General Liability and automobile liability policies must be endorsed to include Convention Center Authority of the Metropolitan Government of Nashville & Davidson County as an additional insured with respect to liability arising out of work or operations performed by on behalf of supplier. The following insurance(s) shall be required:

- General Liability Insurance in the amount of (\$1,000,000.00) dollars (if the supplier will be making on-site delivery).
- Automobile Liability Insurance in the amount one million (\$1,000,000.00) dollars (if supplier will be making on-site deliveries)
- 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. (Workers' Compensation Insurance is, at the time of this RFP, not required for companies with fewer than five (5) employees.)

Q. Right to Protest.

Proposer is entitled to protest to the Director of Purchasing, as authorized by Section 7.1 of the Convention Center Authority Procurement Policy. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

R. Invoice Payments and Submissions.

The MCC will make reasonable efforts to make payments within thirty (30) days of receipt of invoice but in any event shall make payment within sixty (60) days. Additionally, the MCC will make reasonable efforts to make payments to small businesses within fifteen (15) days of receipt of invoice but in any event shall make payments with sixty (60) days.

Proposer shall submit an invoice for services rendered by the 5th of the following month to the Music City Center Finance department. The billing statement shall itemize the services performed and show a grand total.

S. Proposer Registration

If the successful proposer is not registered with the Metropolitan Government as a potential supplier, the bidder will be required to register in iSupplier (www.nashville.gov) to be awarded the bid. If the awarded proposer does not complete the registration within forty-eight (48) hours of its being notified of the proposer, the Authority may determine that the bidder shall be deemed non-responsible and not be considered for award.



**Exhibit A
Affidavit**

State of _____ **County of** _____

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

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is presently in compliance with, and will continue to maintain compliance with, all applicable laws. 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.

Contingent Fees: In accordance with the Authority's Procurement Policy and the Metropolitan Government's Procurement Code, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a contract with the Authority 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.

Nondiscrimination: 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, religion, creed, gender, national origin, color, age, and/or disability and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with handicaps and/or disabilities. It is the policy of the Authority not to discriminate on the basis of age, race, sex, color, religion, national origin or handicap and/or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. Contractor certifies and warrants it will comply with this policy.

And Further Affiant Sayeth Not:

By: _____

Title: _____

Address: _____

Sworn to and subscribed before me on this ____ day of _____, 201____.

Notary Public

My commission expires: _____

VI) Sample Contract

NAME OF RFP SERVICES AGREEMENT

This License Agreement (this "Agreement") is entered into by and between **THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** ("Authority") and **NAME OF VENDOR**. ("Contractor"), a input state Company registered to do business in the State of Tennessee and under the laws of the State of Tennessee, and having a principal address of input vendor address, as of the date this Agreement is executed by both parties. (Authority and Contractor are collectively referred to herein as the "Parties").

This Agreement consists of the following documents (incorporated herein by reference):

- This contract document and attached affidavit and exhibits:
 - Exhibit A – Contractor Responsibilities
 - Exhibit B – Compensation and Pricing
 - Exhibit C – Affidavit of Contractor
- The solicitation documentation, including Request for Proposal #input RFP ("RFP");
- Contractor's response to solicitation and RFP;
- Procurement Nondiscrimination Program forms; and
- Certificates of Insurance

WHEREAS, pursuant to its procurement policy, Authority issued the Request for Proposal ("RFP") input Request for Proposal title services for the Music City Center;

WHEREAS, Contractor is in the business of providing input what contractor is providing responded to the RFP;

WHEREAS, Authority has determined that it is in its best interest to request that Contractor input what contractor is providing services for the Music City Center, as further set forth herein;

THEREFORE, in consideration of the terms, duties, covenants, and obligations of the other hereunder, and for other good and valuable consideration, and subject to all terms and conditions herein contained, Authority and Contractor hereby agree as follows:

SECTION 1. PURPOSE. Contractor agrees to provide the services defined in the input Proposal Title Services Request for Proposal ("RFP") issued by the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County ("Authority"). Said services shall consist of, but not be limited to, input scope of services.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement will begin on the date this agreement is approved by all required parties. The initial contract term will end input term from the beginning date of **MM/DD/YYYY** with a one-time option to extend Agreement for two input extended term if applicable at the sole discretion of the Convention Center Authority.

SECTION 3. CONDITIONS PRECEDENT. As a condition of entering into this Agreement, Authority requires that, concurrent with the execution hereof, Contractor: (i) complete, sign and have notarized Authority's form affidavit regarding compliance with laws, contingent fees and nondiscrimination policies as set for in Exhibit C and (ii) furnish Authority with original certificates and amendatory endorsements affecting insurance coverage required by Section 7, and with respect thereto, (a) provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days prior written notice to Authority and (b) disclose, and obtain the approval of Authority of, any deductibles and/or self-insured retentions greater than Ten Thousand Dollars (\$10,000.00).

SECTION 4. CONTRACTOR RESPONSIBILITIES; INCLUDED ITEMS AND SERVICES. Contractor agrees to provide services set forth in this Agreement. Contractor shall provide Input Contractor Responsibilities for the duration of this Agreement. Contractor agrees, throughout the term of this Agreement, to adhere to the following duties,

responsibilities and standards contained in this Agreement, as well as, those responsibilities set forth in Exhibit A (Contractor Responsibilities).

- 4.1. **Included Services.** Contractor shall provide those services that are included in Agreement and as set forth in the attached Exhibit B (Compensation and Pricing Schedule).

SECTION 5. COMPENSATION AND PRICING.

- 5.1. **Pricing.** Parties agree to the compensation and pricing as set forth in the attached Exhibit B.
- 5.2. **Form of Payments.** All payments shall be made in U.S. funds. Authority will make reasonable efforts to make payments within thirty (30) days of receipt of invoice but in any event shall make payment within sixty (60) days. Authority will make reasonable efforts to make payments to Small Businesses within fifteen (15) days of receipt of invoice but in any event shall make payment within sixty (60) days.
- 5.3. **Other Fees.** There will be no other charges or fees for the performance of this contract.

SECTION 6. BILLING AND REPORTING.

- A. Billing will be based on actual services rendered as agreed upon between the parties and as set forth in the attached Exhibit B.
- B. Contractor shall also mail Authority's Finance Department a separate monthly statement for the previous month's charges by the 5th of the following month for reconciliation and verification purposes. Statement shall itemize detailed description of work being completed and grand total.
- C. Contractor shall submit a monthly diversity spend report by the 15th of the following month.

SECTION 7. SMALL BUSINESS AND PROCUREMENT NONDISCRIMINATION PROGRAM REQUIREMENTS.

- 7.1. Contractor agrees to manage and produce a successful diversified business enterprise result and to assist small, minority-owned, women-owned and service-disabled veteran owned business enterprises with respect to their doing business with Contractor, pursuant to Authority's Procurement Nondiscrimination Program and the procedures adopted from time to time by Authority. Contractor has agreed to meet or exceed DBE percent (%) DBE participation. Contractor agrees to meet with and provide written reports to designated representatives of Authority on a regular basis regarding its commitments in and ongoing compliance with this section and its obligations hereunder.
- 7.2. Contractor shall subcontract work to input all approved subcontractors.
- 7.3. If during the term of this Agreement, any material representation made in Contractor's proposal concerning any subcontractor or Contractor's involvement in the ownership, operation or management of any subcontractor claiming status as a small business or MWBE is shown to be false, Authority may, at its sole option and in addition to any other remedies available under this Agreement, at law or in equity, terminate this Agreement. Further, in the event that Authority terminates this Agreement, Contractor shall pay Authority's full re-procurement costs, including, without limitation, any costs associated with re-procurement delays. In addition, Authority may, at its sole discretion, assess a charge representing the cost of all audit and legal time and expense incurred by Authority as a result of Contractor's failure to maintain a level of small business and MWBE participation committed to herein.
- 7.4. Contractor is required to make good faith efforts to replace a small business or MWBE subcontractor that is terminated or has otherwise failed to complete its work with another certified small business or MWBE subcontractor, to the extent needed to meet the goals set forth herein. Authority's DBE Program Office requires Contractor to notify Authority immediately of the small business or MWBE subcontractor's inability or unwillingness to perform and provide reasonable documentation related to such. In this

situation, Authority will require Contractor to obtain prior approval of the substitute small business or MWBE subcontractor and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

SECTION 8. REPRESENTATIONS AND WARRANTIES.

- 8.1. Nondiscrimination.** It is the policy of Authority that any person or contractor furnishing supplies or services to Authority, and to which any funds of Authority are expended, shall establish equal employment opportunities for all individuals so that no individual shall be excluded from employment by such person because of race, creed, color, national origin, age or sex, and to ensure compliance with all applicable laws concerning the employment of individuals with disabilities, including the posting of any applicable, legally required notices. With regard to all aspects of this Agreement, Contractor certifies and warrants that it shall not subscribe to any personnel policy which permits or allows the promotion, demotion, employment, dismissal or laying off any individual due to race, creed, color, national origin, age or sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 8.2. Americans with Disabilities Act (ADA).** Contractor assures Authority that all services provided through this Agreement 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. Contractor will ensure that participants with disabilities will have communication access that is equally effective as that provide 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.
- 8.3. Contingent Fees.** Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure the contract up on an agreement or understanding for a contingent commission, percentage, or brokerage free, exception 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 section is, in addition, to a breach of this Agreement, 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 Authority contracts.
- 8.4. Gratuities and Kickbacks.** 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 section is, in addition to a breach of this Agreement, 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 Authority contracts.

SECTION 9. INSURANCE AND INDEMNIFICATION.

- 9.1. Liability Insurance.** Throughout the Agreement Term, Contractor shall, at its sole expense, obtain and maintain in full force and effect the following types and amounts of insurance: (i) commercial general liability insurance in the amount of no less than one million dollars (\$1,000,000.00) each occurrence combined single limit for bodily injury and property damage, including, without limitation, contractual liability, personal injury, products and completed operations; (ii) automobile liability insurance in the amount no less than one million dollars (\$1,000,000.00) each occurrence combined single limit for bodily injury and property damages, including owned, non-owned and hired auto coverage, as applicable, unless a lesser amount is approved by Authority; and workers compensation insurance with statutory limits required

by the State or other applicable laws and employer's liability insurance with limits of no less than one hundred thousand dollars (\$100,000.00).

9.2. Additional Insurance Terms. Any and all insurance obtained pursuant to Section 7.1 shall (i) contain or be endorsed to contain a provision that includes Authority, its officials, directors, officers, agents, and employees (collectively, its "Representatives") as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, part, or equipment furnished in connection with the Services; (ii) contain no special limitations on the scope of its protection afforded to Authority or its Representatives; (iii) be the primary insurance covering Authority and its Representatives for any claims related to this Agreement; and (iv) contain or be endorsed to contain a waiver of subrogation against Authority and its Representatives. Any insurance or self-insurance programs covering Authority or its Representatives shall be excess of Contractor's insurance and shall not contribute with it.

- A. With respect to any and all insurance obtained pursuant to Section 7.1, Contractor shall: (i) place such insurance with an insurer that shall have no less than an "A-, Financial Size VII" rating according to A.M. Best's Company rating and shall be authorized to do business in Tennessee; (ii) replace certificates, policies and/or endorsements for any such insurance expiring prior to the end of the Agreement Term; and (iii) provide certified copies of endorsements and policies in lieu of or in addition to certificates of insurance.
- B. If Contractor has or obtains primary and excess policies, there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.
- C. Contractor shall require that all subcontractors maintain from the time they are subcontracted and thereafter throughout the remainder of the Agreement Term 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 above for Contractor. Contractor shall provide such subcontractor's certificates of insurance to Authority.
- D. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously as provided hereinabove and, without lapse, for a period of one year beyond the expiration of this Agreement, to the effect that, should occurrences during the term of the Agreement give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies. This tail coverage requirement may be waived by Authority in writing where appropriate.

9.3. Indemnification and Hold Harmless by Contractor. Contractor shall indemnify and hold harmless Authority and its Representatives from (i) 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 or agents, including its sub- or independent contractors, in connection with the performance of this Agreement; and (ii) any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees or agents, including its sub- or independent contractors, to observe applicable laws, including, but not limited to, labor laws or minimum wage laws. The provisions of Section 9.3 and Section 9.7 shall survive the expiration or termination of this Agreement.

9.4. No Indemnification or Hold Harmless by Authority. Authority 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, exhibit or other document that the Contractor may provide.

9.5. Insurance Risk. Contractor bears the risk of inadequacy or failure of any insurance or any insurer.

9.6. No Increase in Licensor Liability. This Agreement shall not impose any liability on Authority that would not otherwise be imposed, increase any liability limit that would otherwise apply or waive any defenses or immunity that would otherwise be available under applicable law, including, but not limited to, the Tennessee Governmental Tort Liability Act.

- 9.7. 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 which may be brought against Authority to the extent that it is based on a claim that the products or services furnished by Contractor infringe a copyright, trademark, service mark or patent. Contractor shall further indemnify and hold harmless Authority against any award of damages and costs made against Authority by a final judgment of a court of last resort in any such suit. Authority 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. Authority reserves the right to participate in the defense of 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 Authority unless approved by Authority.
- A. If the products or services furnished under this Agreement 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: (i) procure for Authority the right to continue using the products or services; (ii) replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to Authority, so that they become non-infringing.; and/or (iii) remove the products or discontinue the services and cancel any future charges pertaining thereto. Parties agree that Contractor will not exercise the (iii) option until Authority and Contractor have determined that options under (i) and (ii) are impractical.
- B. Contractor shall have no liability to Authority, however, if any such infringement or claim thereof is based upon or arises out of: (i) the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor; (ii) the use of the products or services in a manner for which the products or services were neither designated nor contemplated; and/or (iii) the claimed infringement in which Authority has any direct or indirect interest by license or otherwise, separate from that granted herein.

SECTION 10. TERMINATION.

- 10.1. Breach.** Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, Authority shall have the right to immediately terminate the contract if Contractor does not cure such breach within thirty (30) days of the date it receives written notice from Authority reasonably specifying each such breach. Such termination shall not relieve Contractor of any liability to Authority for damages sustained by virtue of any breach by Contractor.
- 10.2. Lack of Funding.** Should funding for this Agreement be discontinued, Authority shall have the right to terminate the Agreement immediately upon written notice to the Contractor.
- 10.3. Notice.** Authority may terminate this Agreement at any time and for any reason upon thirty (30) days written notice to Contractor. Should Authority terminate this Agreement, Contractor shall immediately cease work and deliver to Authority all completed or partially completed satisfactory work.
- 10.4. Consequential Damages.** Neither party shall be responsible to the other for any special, incidental, indirect or consequential damages.

SECTION 11. MISCELLANEOUS.

- 11.1. Compliance with Laws.** Contractor shall comply with all applicable federal, state, and local governmental statutes, rules, regulations, ordinances, and directives prescribed by Authority for the government and management of the Center. Contractor will not do or suffer to be done anything during the Agreement Term in violation of any such laws, ordinances, rules or regulations. If the attention of Authority is called to any such violation on the part of Contractor or on the part of Contractor's employees, Contractor shall immediately desist from and correct or cause to be corrected such violation.
- 11.2. Taxes and Licensure.** As, in part, set forth on Exhibit C, Contractor shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes. Authority 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 Authority.

- 11.3. Maintenance of Records.** Contractor shall maintain documentation for all charges against Authority and for the services provided hereunder. 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 Authority 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 section is a material breach of this Agreement.
- 11.4. Inspection of Records.** All documents and supporting materials related in any manner whatsoever to the contract or any designated portion thereof, which are in the possession of Contractor or any subcontractor or sub-consultant shall be made available to Authority for inspection and copying upon written request from Authority. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from Authority. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos or other writings or things which document the procurement and/or performance of this Agreement. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of Contractor and subcontractors.
- 11.5. Monitoring.** Contractor's activities conducted and records maintained pursuant to this Agreement shall be subject to monitoring and evaluation by Authority, the Metropolitan Government Department of Finance, the Division of Internal Audit, or their duly appointed representatives.
- 11.6. Authority Property.** Any Authority property, including but not limited to, books, records, documents, drawings, submittals and equipment that is in the Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to Authority by Contractor upon termination of the Agreement. All goods, documents, records, and other work product and property produced during the performance of this Agreement are deemed to be Authority property. 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 Authority's prior written authorization.
- 11.7. Software License.** CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.
- 11.8. Confidentiality.** Tennessee Code Annotated §10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or

machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

11.9. Information Ownership. All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

11.10. Information Security Breach Notification. In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred ("Breach Notice") by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

11.11. Virus Representation and Warranty. CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software.

- 11.12. Modification of Agreement.** This Agreement 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 of Authority's Procurement Policy, as applicable.
- 11.13. Partnership/Joint Venture.** This Agreement 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 section. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this Agreement.
- 11.14. Assignment; Consent Required.** The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees or the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement 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 Authority, which consent shall not be unreasonably withheld or delayed. Any such assignment or transfer shall not release Contractor from its obligations hereunder.
- 11.15. Subcontracting.** Contractor shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of Authority. If such subcontracts are approved by Authority, they shall contain, at a minimum, sections of this Agreement pertaining to "Contingent Fees", "Nondiscrimination", and "Gratuities and Kick-backs".
- 11.16. Authorization.** Contractor represents that it has full power and authority to enter into this Agreement. Further, the individual executing this Agreement on behalf of Contractor represents and warrants that he or she has full authority, corporate or otherwise, to execute this Agreement on behalf of Contractor and to bind Contractor to the terms of this Agreement.
- 11.17. Cooperation.** Each party shall cooperate with the other party and provide such assistance as reasonably necessary or requested in connection with the fulfillment of each party's respective obligations under this Agreement.
- 11.18. Entire Agreement.** This Agreement, along with any exhibits, appendices, addenda, schedules and amendments hereto, encompass the entire agreement of the parties and supersedes all previous understandings and agreements between the parties. The provisions of this Agreement are not subject to amendment or alteration except by written instrument signed by both parties. Any matters not provided for herein shall be decided by Authority in its sole discretion, reasonably exercised, and such decision shall be binding on Contractor.
- 11.19. Waiver.** In order to be binding on Authority, any waiver of any term in this Agreement must be in writing and signed by a duly authorized officer of Authority. No waiver by Authority of any default shall operate as a waiver of any other default, or the same default on a future occasion. No delay or omission by Authority in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise of a right or remedy shall preclude any other or further exercise thereof, or the exercise of any other right or remedy.
- 11.20. Force Majeure.** If either party shall be prevented or delayed from punctually performing any obligation or satisfying any condition under this Agreement by any strike, lockout, or labor dispute not caused by the negligence or breach of such non-performing party or the breach of a labor contract by such non-performing party; the inability to obtain labor or materials not resulting in any way from the negligence or any act or omission of the non-performing party; an act of God; governmental restrictions, regulations or controls not existing as of the execution of this Agreement; enemy or hostile governmental action; civil commotion, insurrection, fire or other casualty not resulting from the non-performing party's negligence or other actions; or any other condition beyond the reasonable control of the reasonable party, then the time to

perform the obligation or satisfy the condition shall be extended for a period of time equal in length to the length of the event.

- 11.21. Governing Law.** The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee and in no other forum. Tennessee law shall govern regardless of any language in any attachment or other document that Contractor may provide. Process may be served (i) as provided by law or (ii) by certified mail, return receipt requested, to the persons and addresses stated in Section 11.19. and the parties shall accept such service.
- 11.22. Venue.** Any action between the Parties arising from this Agreement shall be maintained in the courts of Davidson County, Tennessee.
- 11.23. Severability.** If any clause or provision of this Agreement or the application thereof is, for any reason illegal, invalid or unenforceable under present or future laws, it shall be deemed severable and the validity of the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby, and in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there shall be added as a part of this Agreement a clause or provision as nearly identical to the said clause or provision as may be legal, valid and enforceable.
- 11.24. Notices.** All notices or other communication required under this Agreement shall be given and deemed to have been properly served if delivered in writing personally (by hand-delivery), by certified mail, or by a nationally recognized over-night delivery service addressed to the following:

To Authority: President & CEO
 The Convention Center Authority of the Metropolitan
 Government of Nashville and Davidson County
 201 Fifth Avenue South
 Nashville, TN 37203

To Contractor: • _____
 • _____
 • _____
 • _____
 • _____

Any such notice shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of such change to the other party in the manner provided above. With the prior written consent of the receiving party, notice may be given by facsimile transmission or electronic email.

- 11.25. Headings.** The headings of the sections contained herein are for convenience only and do not define, limit or construe the contents of such sections.
- 11.26. Survival.** In the event of termination or expiration of this Agreement, any provisions that by their very nature need to survive in order to be given their full intended effect, shall so survive.
- 11.27. Attorney’s Fees.** In the case of the failure of Contractor to perform and comply with any of the covenants and conditions of this Agreement, Contractor shall pay to Authority the costs and expenses of enforcing this Agreement including a reasonable sum for attorney’s fees, whether suit be brought or not.
- 11.28. Binding Effect on Contractor.** This Agreement is binding on Contractor, its successors and assigns. As to its obligations to Authority, Contractor assumes full responsibility for the acts or omissions of each of Contractor’s Admittees. For purposes of this Agreement, the acts of any of Contractor’s Admittees shall be the acts of Contractor.

11.29. Counterparts. This Agreement may be executed by the parties on any number of separate counterparts, and all such counterparts so executed shall constitute one agreement binding on all parties notwithstanding that all of the parties are not signatories to the same counterpart.

Reviewing Purposes Only

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

**THE CONVENTION CENTER
AUTHORITY OF THE METROPOLITAN
GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY**

BY: _____

Print: _____

Title: _____

VENDOR

BY: _____

Print: _____

Title: _____

Sworn to and subscribed to before me, a

Notary Public, this _____ day

of _____, 20____,

by _____,

**the _____
of Contractor and duly authorized to execute
this instrument on Contractor's behalf.**

Notary Public

My Commission Expires

Reviewing Purposes Only

EXHIBIT A (Sample Contract)

CONTRACTOR RESPONSIBILITIES

In addition to the obligations and responsibilities required of the Contractor as set forth in the Agreement and RFP, Contractor agrees that throughout the term of the Agreement to adhere to the following duties, responsibilities and standards:

Reviewing Purposes Only

EXHIBIT B (Sample Contract)

COMPENSATION AND PRICING SCHEDULE

Reviewing Purposes Only

EXHIBIT C (Sample Contract)

AFFIDAVIT OF VENDOR NAME

State of _____)

County of _____)

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Title) of Vendor., _____ is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Vendor _____ has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Vendor is current on its payment of all applicable gross receipt taxes and personal property taxes.

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

Contingent Fees: It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure an Authority contract up on 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 Contractor has not retained anyone in violation of the foregoing.

Nondiscrimination: Vendor, 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, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with handicaps and/or disabilities. It is the policy if the Metropolitan Government not to discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. Premium Floors Care & Services certifies and warrants it will comply with this policy.

And Further Affiant Sayeth Not:

By: _____

Title: _____

Address: _____

Sworn to and subscribed before me on this _____ day of _____, 20_____.

Notary Public
My Commission Expires: _____