

**REQUEST FOR PROPOSAL
PAYROLL/TIME & ATTENDANCE/ HUMAN RESOURCES INFORMATION SYSTEM FOR
MUSIC CITY CENTER
201 REP. JOHN LEWIS WAY SOUTH, NASHVILLE, TENNESSEE 37203**

RFP # 109-2021

**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: September 8, 2021

**Payroll / Time & Attendance / Human Resources Information System
for the Music City Center**



**Proposal Submission Date:
October 19, 2021 (3:00 PM Nashville local time)**

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

REQUEST FOR PROPOSAL

Payroll/ Time & Attendance/ Human Resources Information System for the Music City Center

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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/about/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.

The Music City Center intends that this RFP is accurate and complete but recognizes that there may be some details or work requirements not expressly described herein.

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D) 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), 61 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. Purpose and Opportunity.

The Authority is administering this RFP for qualified firms to submit proposals for a comprehensive Payroll Service as well as a Time and Attendance and Human Resources Information System for the Music City Center. The Music City Center desires a solution that will interface with Metro Government’s Financial system R12 (an Oracle system), our benefit providers (Medical, Vision, Dental, Life, COBRA, etc.), our 401k Recordkeeper (currently Capital Group) and Metro Government’s Pension system. These integrations may require custom reports for upload and transfer of data at each payroll run.

The Music City Center will only consider cloud-hosted solutions. Where the term Cloud-hosted is used, it is meant to refer to an off-site hosted solution. On-premise solutions will not be considered.

Additionally, firms responding to this RFP must have had a SSAE 16 Audit or have a plan to have one performed within the next 12 months.

The Music City Center employs approximately 180 employees in nine (9) departments. Some MCC operations are staffed on a 24/7 basis.

Employees are located at a central location. About 4,800 paychecks/direct deposits are processed annually, and about 180 IRS form W-2 are produced.

Currently, payroll is processed through the Metropolitan Government of Nashville and Davidson County. Payroll is run on a bi-weekly basis. Time and attendance and benefit accruals are currently handled through Kronos, which feeds information into payroll on a biweekly basis. Employee information is housed in Metro’s current HRIS system and Metro also manages open enrollment and benefit administration. All of these functions, including processing paychecks, filing and paying taxes, sending W2, and other appropriate payroll tasks will need to be included in the services provided by this RFP.

The Music City Center recognizes that there are many components to HRIS that may be helpful but not critical to current operations. Later in this RFP we will identify which modules are required and which modules will need to be presented as options, but not included in the standard pricing.

The MCC Information Technology (IT) Department provides centralized technology services for all Music City Center departments through several data centers located on-site.

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 five (5) year term.

II) SCOPE OF SERVICES.

The Authority is looking to seek offers from qualified firms who are certified to perform Payroll/Time and Attendance/Human Resources Information System services.

A. **Scope Detail** – to include but not limited to:

1. Provide a highly secure system, basing login security and role-based access on Microsoft Active Directory – Active Directory Federated Services (ADFS) is preferred.
2. Provide comprehensive payroll and human resources processing, making transactions processing and payroll processing a seamless, automated process where possible
3. Must provide a system that has time and attendance and benefit accrual functionality. Must include a schedule builder, exception tracking, and time capturing device(s)
4. Be able to perform regular interface with proposed time and attendance system
5. Be able to administer employee benefits and integrate with benefit providers for enrollment and change processing.
6. Be able to administer and process payroll on a bi-weekly basis utilizing direct deposit for employees when possible and sending all required payroll notifications such as W-2s on an annual basis.
7. Provide access to HRIS data as appropriate, to all MCC employees and supervisors.
8. Be able to Interface with multiple applications related to Payroll/HRIS or provide functionality within the system.
9. Have a Self-Service functionality available for employees to view paystubs and other documents as needed
10. Process all applicable federal, state, and local government filings and requirements as they relate to payroll processing.
11. Use mass processes to apply across the board salary increases.
12. Have the ability to administer tables for the maintenance of data.
13. Be able to produce custom and ad hoc reports.
14. Have access to custom / advanced configuration of data fields / screens / processes / workflows.
15. Have the ability to import data into tables and export data as needed.
16. Have document management functionality.
17. Have performance management functionality.
18. Be able to manage and track employee training, licenses, and certifications.
19. Have onboarding new hire automated workflow.
20. Must have an audit feature

B. Contractor Responsibilities

The Contractor's responsibilities are including but not limited to:

- Provision of the Software solution
- Project Management
- Integration and Interface Development
- Implementation and Training Services
- Operational Redesign Assistance
- System Documentation
- System Implementation
- Business Requirements Validation
- Technical Support Assistance
- Ongoing Payroll Processing Services
- Transition, Ongoing Support and Maintenance Services
- Data Retention for 180 days in the event of contract termination or expiration

1. General Requirements

The MCC will consider proposals for HRIS, Time and Attendance, and Payroll services separately or together. However, the Music City Center (MCC) prefers a turnkey solution including all software, equipment/devices/hardware, data conversion, system testing, and training in order to implement a successful and secure system.

The selected vendor(s) must serve as the primary contractor for the project. While the use of sub-contractors is acceptable, the MCC will contract with only one Prime Contractor to provide the solution and services outlined in this document. If partners or subcontractors are used, MCC will consider the proposing vendor to be the Prime Contractor and to be solely responsible in all contractual matters, including payment of any and all charges resulting from such subcontractor arrangements.

The Prime Contractor will be fully responsible for the acts, errors, and omissions of the Sub-Contractor. The Contractor shall cause appropriate provisions of its proposal to be inserted in all subcontracts ensuing to ensure fulfillment of all contractual provisions by subcontractors.

The Contractor will be required to provide the expertise, software, automation tools and services to migrate current applications, as well as plan, design, create, configure, install, and test the new application and processes, and all other services required to fully implement a Payroll/Human Resources Information System, hereinafter Payroll/HRIS.

2. Functionality Requirements - General

The Proposed Solution must:

- (a) Be able to perform regular interface or data exchange with proposed time and attendance system, including:
- Daily import of employee master data from Payroll/HRIS System to time and attendance.
 - Export of time and attendance data to Payroll/HRIS System in the appropriate format for payroll processing.
 - Ideally, HRIS system would not be based on batch processing and would allow for “early” entry of HRIS data with appropriate effective dating, while exporting to time and attendance system the appropriate data for the “current” day.
 - Proposer should clearly outline their process for setting up EDI feeds with multiple benefit providers and any additional cost associated with this process
- (b) Provide payroll and human resources processing, making transactions processing and payroll processing as seamless and automated as possible, for example:
- Eliminate administrative processes and/or activities that add minimal or no value (identified through the business process re-engineering process), such as redundant keying and handling, manual entry of HRIS data, manual reconciliation steps, etc. Ideally, we are looking to use automated workflows wherever possible.
 - Automate data entry of employment, personal and benefit information, and transactions by introduction of automated workflows, processes, wizards, forms, custom screens, etc. to minimize manual data entry.
 - Automate transactional workflow and reporting functions, populating all necessary employee level data upon approval of the workflow request, as well as populating from HRIS system into a workflow request.
 - Provide comprehensive payroll services. It is the intent of the CCA to outsource the bi-weekly processing of checks/direct deposits, annual distribution of W-2 in January, and all other necessary quarterly and year-end filings. It would also be helpful to have contractor provide best practices documentation and/or guidance for integration into the CCA’s
- (c) Be able to administer employee Benefits and deductions:
- Maintain multiple benefit plans
 - Utilize automated benefit eligibility criteria, rates, benefit package combinations, automated waiting periods, automated ending dates, etc.
 - Include number of plans affected by such things as pre-tax/post-tax, full time/part time/other status, etc.
 - Include automated individual and year-end benefit enrollment, eliminating manual entry by Benefits Administrator, preferably via an employee self-service.

Allow for the ability to utilize mass processes to update and/or modify new year benefit contributions and changes, such as pension rates, changing insurance rates, mass enrollment in new benefit plans, etc.

- (d) Improve access to HRIS data and analytics, as appropriate, to all MCC employees and supervisors through ad-hoc reporting, dashboards, on-demand access, and export of reports and/or data to other file formats.
- (e) Provide a self-service functionality to allow employees to access and maintain their personal information (name, address, beneficiaries, etc.), enroll in benefits, view accrual balances, pay stubs, and deductions. This should include appropriate workflows to HR/Payroll and the benefit vendors.
- (f) Provide a self-service functionality for managers / supervisors, to allow them to manage their relevant employee data.
- (g) Include approval workflow for employee set-up and changes
- (h) Be able to track and report on Affordable Care Act (ACA), including dependent information.
- (i) Tracking of ACA status, such as full time, part time, etc.
- (j) Tracking of health insurance enrollment periods
- (k) Ability to enter and/or import dependent and beneficiary information and maintain that information.
- (l) Provide the ability to use mass processes to apply across the board salary increases or upload multiple changes at once
- (m) Ability to administer tables for the maintenance of the following data: salary ranges, top out ranges, job classifications and positions. May include the need for custom fields.
- (n) Need to include ability to run analytical reports to view history and trends. Need to be able to export data to Excel for additional analysis and calculations.
- (o) Ability to run interim payroll checks outside of the normal payroll cycle

Optional Functionality:

- (p) Manage and track employee training, licenses, and certifications including attendance dates, start dates, expiration dates, etc., such as:
 - Ability to enter employee training development plans
 - Library of training classes that we can create/modify/maintain
 - Ability to have an employee training sign-up feature.
 - Ability to enter/track which employees have attended those classes
 - Ability to track license information such as driver's license, social worker license, etc.
 - Ability to track professional certifications
- (q) Performance Management Functionality to track performance ratings, document performance evaluations including evaluation factors/competencies, weights, ratings, written comments/justifications using some sort of automated form and workflow process.
- (r) Onboarding New Hire Automated Workflow to walk new employees through orientation materials, benefit enrollment materials and processes, plus self-service checklists for departments and other onboarding tasks.

- (s) Document Management – system should have the ability to upload documents as part of workflows or other processes.

In addition to the high-level requirements defined above the Contractor will be responsible for the following:

3. System Requirements

(a) System Architecture

- Systems must be capable of normal, efficient, and responsive operations at all sites, regardless of connection type or latency issues that one might expect with Internet-based WAN connections.
- The MCC would prefer a solution that can be integrated with Active Directory wherever possible. Active Directory Federated Services (ADFS) is preferred.
- It is anticipated that once installed, the system will remain in place until the end of its product life cycle, estimated to be a minimum of five (5) years.

(b) Interfaces and Data Exchange Technologies

The system shall be designed to interface with other applications using the following industry standard technologies:

- Web Services: The ability to utilize web services to either provide or consume information from other web services.
- ODBC Connection: The ability to allow other applications to query directly into the application database for export and the ability to query directly into other applications for import.
- File Import/Export: The ability to exchange data with other applications, esp. Time and Attendance System. Other desirable formats include delimited plain text, HTML XML, and. Office 365 Applications
- Current and Future Systems: Additional systems requiring upgrades/interfaces may be added in the future.
- MCC will facilitate the signing of non-disclosure agreements if required prior to the release of any proprietary information.

4. Hardware Requirements

The Music City Center will provide desktop computers, monitors, laptop computers and mobile devices in the standard configuration. However, respondents are being asked to delineate the optimum configuration for the desktop computers to operate the system efficiently. All hardware and peripherals listed by vendor must be non-proprietary, i.e., can be purchased on a competitive basis.

MCC requires two environments: test/training and production. If not cost prohibitive, MCC would prefer a 3rd environment to separate test and training.

For the purpose of this RFP, mobile devices are defined as small, handheld devices with web browser, Wi-Fi, or cellular and/or VPN capabilities. Contractor shall state in the proposal response document what mobile devices can be used to access the application.

Contractor must also have the ability to provide physical time clocks for multiple areas that interface with the proposed time and attendance systems.

5. Software Requirements

The Music City Center employs approximately 180 employees across nine (9) departments. In the proposal response, you must note the type of licensing provided, i.e., concurrent, per-device, named user or site/enterprise. It is highly desirable that a site/enterprise license is provided. If concurrent licensing is quoted, the MCC is relying on the respondent's expertise to include the proper number of licenses required based on the information provided.

The Music City Center is not interested in partnering with a vendor with the purpose of developing the application software needed to satisfy the needs of the departments. The MCC requires a proven off the shelf product specifically designed for Payroll & HRIS with a useful life of at least five years.

The MCC will only entertain necessary customizations. The MCC will consider modifying their processes before seeking a customized solution. Customization of software for purposes of this RFP is defined as changes to the software made at the source code level so that it affects the ability to upgrade or enhance the software in the future. Any changes made to the software that doesn't affect future upgrades and enhancements is acceptable, however, software that meets the requirements without customizing or modifying the software will be given preference.

Any customizations or modifications to the base system will be warranted to function with the current release and must be incorporated to function as designed in future upgrades and versions of the software at no cost to the Music City Center. This provision also applies to any interfaces created by the Contractor.

6. Reporting

Contractor must provide analysis of need for ad hoc reports vs. the standard reports that come with the system. Contractor must create agreed upon critical / essential custom reports to be placed in the appropriate report library for MCC's use.

7. Application Interfaces

The MCC will require interfaces to support existing processes and external systems that currently interface with MCC based applications/systems. The Contractor should be aware that they will work with IT / other vendors on the development and testing of these interfaces. The Contractor will provide any interfaces needed to satisfy the requirements identified herein. This will include identifying and resolving data translation issues, developing alternatives, and recommending a strategy and an approach. The plan should include a sequence in which the interfaces should be developed and implemented, as well as strategy for potential integration of vendor interfaces.

The Contractor will be responsible for developing the program specifications, coding, and system unit testing for the interfaces, based on the Interface Plan.

8. Assistance with Critical Business Processes

The Contractor will be required to assist the MCC with adjusting its critical Business Processes to include such things as interfaces, reports, mass-edits, or any other administrative functions that are impacted by system's implementation. The Contractor will be also required to provide the MCC with thorough documentation outlining sequence of procedures to complete each critical Business Process.

9. Security

The MCC requires a system that is sufficiently secure for the information it contains. The following guidelines apply to the security of the required system:

1. All users will be uniquely authorized and authenticated to the system before they are allowed to perform any function or task.
2. Active Directory Federation is preferred.
3. Role based access and authorization is required in order to ensure that the users' ability to create, view, modify and delete information is commensurate with their business need and approved level of access.
4. Access will be audited and logged, as will successful and unsuccessful logins, password changes and account classification changes (like when a standard user would be elevated to an application or system administrator).
5. Data will be logically separated in a manner that prevents users in one department, division, or workgroup from accessing or viewing data from another.
6. System-level administrators shall have access to all system components and data.
7. If Active Directory authentication cannot be used, user IDs and passwords will require specialized security and handling within the application, and passwords must never be stored or transmitted in plain text, or in generally accessible tables within the system. All provisions of the MCC's Information Security Policy will be adhered to, in terms of password strength, change intervals and intruder lockouts.
8. External access or access to our systems from non-secure networks must be blocked or else strictly protected using encryption technology and strong authentication mechanisms. These may include, but are not limited to technologies such as TLS, VPN, site-to-site VPN tunneling. Such protections for access from non-secure networks include all wireless devices – desktop, laptop, PDA, Smartphone, etc.
9. Some data require encryption – both at rest and/or in transit. Factors that might contribute to a need for encryption include but are not limited to protection by law, protection by regulation or compliance guidelines, criminal, financial or other information which may be of a protected or sensitive nature.
10. System will include a capability to encrypt data fields, or databases as prescribed by MCC. Encryption should meet FIPS 140-2 requirements including the secure storage of encryption keys. Such data will also need to be encrypted in transit, especially when traversing unsecured public networks.
11. The Contractor will be required to provide security profile and information assurance programs to ensure adequate data protection. The Contractor will also provide the results of any audits, certification tests, penetration tests, etc.

10. Implementation

The Music City Center anticipates a Go -Live date of January 1, 2023.

A critical factor to the success of the project is a detailed, organized approach to implementing the product solution. The Contractor should give careful consideration to the strategy and approach which will be used. The Contractor is strongly encouraged to suggest an approach that incorporates cultural change management to minimize the risk of failure.

The MCC expects a comprehensive structured approach to the implementation of the product solution. The implementation plan refers to ALL of the efforts required to provide a complete system to meet the needs of the MCC and to adequately prepare all designated departments/groups to use the system effectively. The Contractor should place considerable effort in providing instructions and assistance to successfully plan and execute the implementation activity.

Contractor will be required to implement the System and provide specified support. This support may include one-on-one training for specific users, i.e., system administrators, power users, etc., advice on procedural issues and problem resolution. The Contractor is expected to include a reasonable estimate of the number of hours required for this service including any post-implementation you feel is necessary based on past experience to assure a successful implementation. The Music City Center has noted in the pricing document, the minimum requirements it feels are the critical services required for a successful implementation, however, we are relying upon the Contractor's expertise to assure all services required are included to accomplish this goal.

11. Project Management

Prior to the beginning of the implementation, the Contractor's PM, with the assistance of MCC personnel, will be expected to develop/deliver a detailed Project Plan and Resource Schedule. The documents will be reviewed by the MCC's Project Sponsor(s) and Project Manager(s) for acceptance prior to commencement of any work.

This detailed Project Plan is essential to the success of the project. The MCC expects the Contractor to provide guidance and assistance during the project

This project plan should be presented in a view depicting the overall project. These plans should detail Contractor's estimated start date, timelines, milestones, test schedules, deliverables, and assigned MCC staff by title. Contractor must include the level of involvement by MCC staff, i.e., the number of hours and the job title/skill set. Work with MCC to install and implement the system software.

Strong project management is one of the key success factors for successful system implementation. The Contractor is required to dedicate effective, experienced project management staff to oversee the project.

The Contractor must:

- Complete bi-weekly status reports in association with the MCC's Project Manager. Update the Project Plan to reflect changes in the nature and timing of project activities, when required.
- Track and resolve implementation issues.

- Use a formal Change Management process.
- Use a Quality Management process, which assures the successful delivery and implementation of its product solution.

12. Technical Support

The MCC expects the Contractor to undertake the technical tasks associated with installing, configuring, and tuning the HRIS product solution. The MCC does not have the technical resources with application-specific knowledge that are required of the Contractor.

13. Hardware/Software Installation and Configuration

It is the MCC's intent to install and, if necessary, configure the workstation software, if required. It is the Contractor's responsibility to provide the MCC with sufficient documentation and training to accomplish the workstation installation and configuration to perform this backup/restore and system maintenance.

It is the intent for the Contractor to install and configure time clock and provide the MCC with sufficient documentation and training to perform backup/restore and maintenance.

In the event that modifications are made to the HRIS product solution to meet the MCC's requirements, it is expected that the Contractor will review and adjust the database configuration to ensure acceptable performance.

14. Security Testing

The Contractor should demonstrate to the MCC that the system has been installed and configured with proper security settings and controls, provisioned users with uniquely identified accounts and strong passwords, and has applied all updates and patches, and that logging is being performed on all users and transactions

15. Business Requirements Validation

The Contractor will conduct a thorough validation of the HRIS System business and technical requirements for all functionalities. The purpose of this validation, performed with participation by MCC personnel, is to ensure that the requirements are fully understood by the Contractor. During this validation process, the MCC's business requirements will be compared to the Contractor's proposed product solution to determine precisely if modifications and/or enhancements are required to satisfy the MCC's requirements.

During this process, the Contractor will be required to identify and measure opportunities to minimize modifications or streamline existing business processes. Based on this information, the Contractor will be expected to provide estimates of the required effort and timeframes for completing the necessary modifications. Any changes, additions, or reductions to the licensing requirements or scope of services as a result of the Business Requirements Validation shall be negotiated unless it is at the sole fault of the Contractor, i.e., the requirement was defined and affirmed by Contractor during the RFP process.

The Contractor will be responsible for completing all modifications to the proposed product solution that are agreed upon during the Business Requirements Validation. The MCC expects the

Contractor to use a fully developed structural approach for developing and implementing modifications to the software product solution.

16. Custom Development

As previously noted, customization is not desired however, if needed, the MCC does not require a specific system development methodology. The MCC expects the Contractor to use a standard methodology for all custom developed modules.

17. Additional Consulting Services

The MCC may need additional skills and resources beyond those available under the contract. This assistance may be required to support additional implementation activities associated with the product solution or other initiatives as determined by the user departments and the IT Division outside of the initial scope.

Any additional consulting services beyond the scope of this RFP will be contracted for at the hourly rates noted in the pricing document.

Contractor agrees that if further integration, interface, or other services are required, they will work cooperatively with other vendors authorized by MCC to create interfaces as directed by the MCC at a scope and cost to be mutually agreed. A non-Disclosure Agreement will be a prerequisite to the release of any proprietary information.

18. Training

The Contractor will be required to provide sufficient training to ensure that MCC personnel can effectively utilize and maintain the proposed system. This includes technical/system administration, application administration, and end-user training required to facilitate the operation of the product solution. Sufficient training is defined as that level of training for a “reasonably” competent person to be able to perform the duties associated with the utilization and maintenance of the system. All instructors provided by the Contractor are expected to be highly skilled and qualified to instruct MCC staff. The MCC will rely upon the suggestions of the Contractor to recommend optimal session sizes and length of instruction.

All training will be done at our facilities or remotely through Zoom or similar video conferencing system.

19. Documentation

In addition to the training materials noted above, Contractor must also provide electronic copies of administration, end-user, and technical documentation. End user documentation should include at a minimum system overviews and detailed user procedures specific to the individual system functions and features, with an option for Contractor to tailor to MCC’s business processes. The documentation should provide layouts and descriptions of all screens, commands, file updates, transaction processing, display features and reporting in an easy-to-understand manner.

The MCC’s standard requirements for technical documentation are as follows:

- System overviews – Workflow diagrams, Data Dictionary, and Glossary of Terms.
- Business rules that apply to the application/modules

- Logical design – End user layouts and descriptions of all screens, commands, file updates, transaction processing and display features
- System interface architecture – web services, import/export file layouts, flat file, direct DB access, etc.

20. Standards of testing, performance & acceptance

In order to affirm compliance with the requirements, the Contractor and the MCC will create a User Acceptance Test Plan to include specific test cases and a schedule for testing. The MCC will be relying on the expertise of the Contractor to assist in developing scenarios for testing each process, regardless of when the process normally occurs, i.e., monthly, quarterly, or annually.

Testing will be done by MCC personnel in accordance with User Acceptance Test Plans/Test Cases developed. Contractor will assist with the Acceptance Testing for the interfaces at applicable times during the testing phases. The test cases will be used to determine if the system performs as follows:

- In accordance with the requirements as defined in this Scope of Services, the Functional/Technical Requirements document, and the Proposal Response Document.
- In accordance with the test scenarios provided by the MCC.
- In accordance with the manufacturers published specifications.

At the end of each module testing period, MCC will notify the Contractor in writing the tests that were scheduled and performed, including whether they passed or failed. Detailed information will be provided for all test cases that fail acceptance testing.

If any of the scheduled tests fail, Contractor will take whatever corrective is necessary and notify the MCC that the system is ready for re-testing. The MCC will then have another testing period to confirm the corrective action. This process will continue until all modules have been tested and accepted and after the entire system has been tested and accepted.

If any module fails to meet the standards of performance, MCC may elect one of the following and so notify the Contractor in writing of such election:

- MCC may terminate the license agreement and request the removal of the software and reinstall/restore the MCC's previous system with no charges or penalties and all monies paid to date returned to the MCC
- MCC may terminate the license agreement and request the removal of the software and have Contractor install a direct replacement of the software and/or hardware causing the failure. Such direct replacement shall be subject to all provisions of this section.

The system shall not be deemed accepted until the foregoing standard of performance is met. Warranty shall not commence until system has been accepted.

21. Support/maintenance

Respondents must include pricing for support/maintenance on a 5 x 9, 8:00 a.m. to 5:00 p.m. Central Standard Time (CST/CDST) basis to include all upgrades and enhancements aimed at achieving efficient operation of the system and providing safe and adequate services at all times.

The Music City Center requires that any changes mandated by a governmental unit are included in the support agreement. Support services shall also include a toll-free number for service issues, a

support email address, a support website, and remote diagnostic capability. The MCC plans to utilize the Contractor’s established support center to answer technical systems related questions and address problems. Guidance and assistance will be needed from the Contractor in the use of their web site. If any of these services are not included in the support/maintenance agreement, it should be noted in the area provided in the Proposal Response Document.

Acknowledgement of support/maintenance calls must be within two hours after receipt. The Music City Center standard for problem resolution is as follows:

- Priority 1 – Entire system is inoperative. Commands the highest level of priority and fastest repair, but no later than 4 hours after acknowledgement of call.
- Priority 2 – System disabled, major function inoperative, or component failure. Repair needed ASAP, but no later than one business day after acknowledgement of call.
- Priority 3 – Minor system issue or redundant component failure. Routine but repaired as quickly as practical but no later than two business days after acknowledgement of call.

Pricing for hosting/support must be fixed for the first year. Thereafter, pricing may not increase by more than 3% over the prior one-year period or the Employment Cost Index, Private Industry Wages and Salaries, 12-month percent change, not seasonally adjusted for the Southeast Area, whichever is less.

Vendors are to include a copy of any agreements that your firm would require signing and their standard SLA with their response. All documents will be subject to negotiations.

III) DIVERSITY PLAN

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 scope.

IV) 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	September 8, 2021
Pre-Proposal Meeting (Virtual)	September 14, 2021 @ 1pm
RFP Questions and Inquiries Deadline	September 17, 2021
Responses to Inquiries	September 22, 2021
RFP Response Due	October 19, 2021 @ 3pm

B. Inquiries.

Direct all questions related to this RFP via email to mccpurchasing@nashvillemcc.com with Payroll/HRIS in the subject line. The deadline for receiving questions and inquiries is indicated in Section V (A). The point of contact for ALL questions, inquiries, clarifications in regards to this RFP must be sent to the Director of Purchasing/DBE or designee. All questions and inquiries will be reviewed and, and responses will be posted at ([http:// www.nashvillemusiccitycenter.com/about/business-opportunitites](http://www.nashvillemusiccitycenter.com/about/business-opportunitites)) by the date indicated in Section V (A).

C. Virtual Pre-Proposal Meeting

A non-mandatory virtual pre-proposal meeting will be held using the Zoom platform. Calling information is below:

Join Zoom Meeting

<https://nashvillemcc.zoom.us/j/81162163151?pwd=aHR3VnVyQ1h1TWpLenc5Vkx5dzF TUT09>

Meeting ID: 811 6216 3151

Passcode: 360660

One tap mobile

+13126266799,,81162163151# US (Chicago)

+16465588656,,81162163151# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 720 707 2699 US (Denver)

+1 253 215 8782 US (Tacoma)

Meeting ID: 811 6216 3151

Find your local number: <https://nashvillemcc.zoom.us/u/kquWXuVze>

Oral questions will receive oral responses, neither of which will be official or become part of the RFP. Vendors must clearly understand that the only written responses to written questions will be considered official and will appear in the form of an amendment. All prospective proposers are encouraged to attend. This will be the only pre-proposal meeting scheduled for this solicitation.

D. Submissions

All submittals must be received no later than indicated in Section IV (A). No submission will be accepted after deadline. Incomplete or ineligible submissions will not be reviewed. Mailed or hand delivered proposals must be submitted in a sealed package. No submission will be accepted after deadline. 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.

Submissions can be submitted by hand delivery or sent by UPS or FedEx.

UPS or FedEx Submissions should be sent 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 Administration Office

Jasmine Quattlebaum

Director of Purchasing/DBE

600 Koreans Veterans Blvd

Nashville, Tennessee 37203

The Convention Center Authority will not accept bid responses submitted electronically or by fax.

E. 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.

F. Response Format, Requirements, and Evaluation Criteria.

Proposal responses including any attachments of the following materials must be in the following format:

Mail/Hand Delivery:

Please submit one (1) original, five (5) 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 IV (D). All text must be printed on single-sided or double-sided pages, bounded, and with labeled tabs as set forth below.

Response Requirements and Evaluation Criteria:

Tab 1) Transmittal Letter

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

Tab 2) Business Plan

Total points available for this criterion are 50 points.

General Requirements

1. Provide a summary of the software you are providing to address the functionality requested.

2. As the Music City Center will be providing the PC's/Monitors required, provide the optimum configuration required to effectively utilize the system.

Functional/Technical Requirements

1. Confirm your understanding of the general functional and technical requirements outlined previously in this RFP.
2. In the Functional/Technical Requirements Appendix A (Tab 1) please provide a response for every line item. If the requirement does not pertain to the proposal being submitted, enter "N/R" for Not Required. Do not modify the format, font, numbering, etc. If a submitted proposal includes blank responses the document may be considered non-responsive and rejected.
3. In addition to completing Appendix A, please include any supplementary information for these items and their functionality in this section. Sample reports, screenshots, and accompanying thorough process descriptions will help us determine if the functionality is compatible with our needs.
4. If not previously discussed, describe the process of setting up a new employee and how that information flows from the HRIS system into Time and Attendance and Payroll systems.
5. If not previously discussed, describe the process to update salary structures (min/mid/max rates) with either percentage increase or cents per hour increase for specific or multiple pay grades.
6. If not previously discussed, describe the process for making changes to employee information, such as withholding changes, 401k deduction changes, annual increases, change of banking information, etc.

System Requirements

1. How can you ensure acceptable performance for the MCC including remote locations and for wireless hardware?
2. Provide an overview of the system technology including:
 - (i) Software update strategy & frequency, hot fixes, patch fixes, etc.
 - (ii) Mail server
 - (iii) Supported Web Browsers
 - (iv) Do you support Multiple environments (Test, Training and Production)? If not, how many to you support, what types are provided and how they are utilized.
 - (v) Is there any other information you wish to share with the MCC?

Hardware Requirements

1. List the optimum configurations required for desktops to achieve efficient performance.
 - a. What mobile devices can be used to access the application?
2. Provide a listing of proposed time clocks and specifications? (i.e. – fingerprint recognition, etc.)

Software Requirements

1. Complete the chart *Appendix B- Software Requirements* identifying the module(s)/functionality being provided. Put the name of the module (when applicable) and the version number under the appropriate column, i.e., fully integrated or a 3rd party solution that will be interfaced.

2. Include a flow chart that describes the proposed modules/functionality and how they interact, including the required interfaces.
3. Please indicate what your software licensing is based on; named user, concurrent or site.
4. In what year was the solution you are proposing first installed?
5. How long has your current version been released?
6. Identify your software development and version control best practices.
7. Is your firm currently developing or do you plan on developing in the near future a new version of the proposed application that would require an upgrade process that would not be included in the annual support/maintenance cost?
8. Describe your customizations or modifications process developed to assure any changes are included, tested, and provide the same functionality in future releases/upgrades?
9. Describe the features of your system that assure data isn't lost if a power surge or outage occurs.
10. Describe the timing and process for restoration after a catastrophic hardware or software failure.
11. Describe your archival and backup/restore methodology.
12. Describe your data remediation process?

Reporting

1. Include in your proposal, a sample of canned reports that are standard in your system.
2. Describe your integrated report writer. If none, describe the third-party products involved in producing reports.
3. Do you have reporting allowing users the ability to view or print reports without prerequisite need to install and configure software on a workstation?
4. Does it allow for the development of Queries, Ad hoc or Custom Reports? If so, how much training would be required for an average Microsoft Office user?
5. Describe your system's ability to create dashboards.
6. Do you provide a way to identify table and field names easily to simplify data export and report creation?
7. If you have a standard report for the critical reports used by the MCC as noted in *Appendix C – Tab 1 Reporting Chart*, please indicate if it is available next to the report name and specifically identify the sample report page with that report name. Also include a listing below the chart or as an attachment of the standard reports available for the proposed solution.
8. If you do not have a standard report available for the critical reports above, do you include the creation of the reports in your implementation cost?
9. Can the stand-alone or Ad hoc reports (if available) be exported and in what format(s) can they be exported?
10. Are there any other reporting features or reports we should be aware of?
11. What is your company's standard practice regarding assisting clients with the development of critical custom reports as part of the implementation process?

Data Conversion

1. It is likely that we will leave historical data in Metro's system where we can still access for inquiry purposes and only maintain current and future information in the new system. With that being the case, is it possible to load employees via upload or would we need to create each employee record individually? Please provide pricing for that optional service (*Appendix A- Tab 2 Cost Data*)

2. Have you ever converted data from Oracle to your system? Please describe your experience in these conversion efforts and how successful you were.
3. Describe your typical process for data conversion.
4. Approximately how long do you think the conversion process would take for full completion?
5. If we decide to only upload current info to start, is there functionality to allow backloading of historical records by MCC staff as time allows?

Interfaces/Integrations

1. Review the required interfaces below. Identify your ability to comply with them. Indicate whether you have provided similar interface before? If you are offering to provide the functionality within the application or as an add-on module – please note that under the “Able to Provide” Section. Does your product provide any pre-built integration templates?
2. Identify the API’s used by your firm.
3. Indicate whether you have created a financial interface that may be similar and how successful you were?
4. Confirm that you agree if further integration, interface, or other services are required, your firm will work with other MCC partners or Contractors in the development of the integration/interface points or other tasks required. Please complete “***Appendix C – Tab 2 Integration Chart***”

Assistance with Critical Business Processes

1. Describe any experience you have with assisting customers in redesigning their processes, workflows, or procedures to assure the desired functionality without customization.
2. What is your typical process for assuring all processes, workflows and procedures have been addressed keeping in mind this is a requirement and must be including in your pricing document?
3. Describe how successful you’ve been and what efficiencies or other benefits the customer has received as a result of this service.

Security

1. Can the solution be integrated with Active Directory?
2. Describe in general how your system security is setup from system administration down to end users. Include information on login, data, and specific security levels available.
3. Describe your product’s security setup and maintenance to allow security based on roles and/or groups; set up of field level and functional security restrictions for access within the product and for external SQL access; and to allow for easy modification upon employee job changes.
4. Describe what controls/restrictions are configurable by the Application Administrator in your system by group or individual.
5. Can the data or module access be filtered or logically separated in a manner that prevents users from one department/division from accessing data from another?
6. Describe in general your system’s audit functions to assure a proper audit trail by recording time, date, and users for changes made to records.
7. Does your audit feature include maintenance entries and/or changes made to the system?

8. Indicate what data is encrypted both at rest and in transit.
9. Describe how your system handles security for remote and Web-based user access.
10. Do you have any type of security program that includes testing of their proposed application?
11. Does your security program include security training for your software developers?
12. Do you have a document software development cycle that complies with the latest version of NIST SP 800-64?
13. Do you have a documented testing plan?
14. Please provide any additional information that you would like MCC to know about your security program?
15. Describe your incident response procedures?
16. Describe your security information program to ensure adequate data protection.
17. What were the results of any outside audits, certification, or compliance review?
18. Indicate any data breaches your firm has had within the last 3 years
19. What type of security is used to separate our data from other customers?
20. Provide evidence of SOC2, SOC3 or other security review or compliance if it exists.
21. Provide evidence that data will be retained in the 48 contiguous states.
22. Provide last report date & copy of the SSAE 16 (Statement on Standards for Attestation Engagements) or your plan to obtain one.

Implementation

1. What type of challenges do you face with implementations of this size with similar governmental agencies and how do you overcome them?
2. What steps do you take to minimize the risks inherent during this type of implementation?
3. How do you typically incorporate / address change management into the implementation process?

Project Management

1. What type of Project Management methodology do you typically follow and what types of tools are used?
2. Describe your overall approach to Project Management including the type, frequency, and method of communication.
3. Project Plan: Describe in detail the approach recommended by your firm to insure the timely installation and implementation of the proposed solution. The project plan submitted should be based on the Contractor's expertise in implementing similar solutions to assure successful implementation. The project plan should highlight all milestones and deliverables and include the estimated hours for each task for both MCC and Contractor. It is understood that this project will need to be refined once a commencement date has been contracted for.

Technical Support

1. Please review Section B.14-17 of the RFP in its entirety and respond below by item as to how your firm will address these requirements.
 - a. Security testing – Describe in detail your process for the security testing of your application or environment.
 - b. Business Requirements Validation - What is your process for analysis and discovery? How do you assure all functionality has been addressed in this process?
 - c. Custom Development – What is your standard methodology?
 - d. Additional Consulting Services – Will you provide additional services if needed and requested?

2. If there are modifications, tailoring or customizations required, at what point in the process are they done?
3. Describe in general the process for users to configure the system rules, codes, labels, security, etc., and the level of complexity involved.
4. What is your company's standard practice regarding assisting clients with the modification and documentation of critical processes which may have been affected by the implementation of the new software?

Training

1. Confirm your understanding that all training will be done at MCC.
2. Describe the training requirements associated with the implementation of the system by user type. Include a course summary/outline, samples of training materials and describe any testing devices that will be used to assure the user understands the training materials and can efficiently use the system.
3. Can you provide the type of training manuals being requested? Specifically, we are looking for a training manual for system administration, application administration, supervisor/management, and end users.
4. Will the training manual be customizable to allow the insertion of processes or business requirements specific to MCC?
5. Are you able to provide an electronic copy? Are any of these materials also available online?
6. What other training delivery methods are available (Internet based courses, hard copy manuals/media, self-paced tutorials, etc.) for follow-up training? Costs should not be included in your response.

Documentation

1. What type of user, system, and management documentation do you typically include as part of implementation and how many copies? Are they also available online or in an electronic format?
2. Have you tailored end user documentation before to provide customer specific business processes/requirements?
3. Are you able to specifically provide the following in electronic format or are they available online?
 - Product documentation.
 - Feature documentation.
 - Programming documentation.
4. Are there any topics we asked be included in the technical documentation that you are unable to provide and if so, why not?
5. Is there any other documentation you provide that you feel will offer further benefit to the MCC?

Standards of Testing, Performance and Acceptance

1. Confirm your understanding of the Standards of Testing, Performance and Acceptance. Indicate any concerns you have with this provision
2. Describe your experience with developing testing schedules to assure systematic testing can occur when testing of interfaces or other type of testing is contingent upon successful testing of another.
3. What steps do you typically take if a prerequisite test fails to assure all related functions, interfaces, etc. get retested?

4. How do you assure all interfaces are tested properly prior to go live?
5. Provide a sample test plan that illustrates how unit, integration and acceptance testing will be performed including:
 - a. An overview of each phase of testing with anticipated time frame (TEST vs. PROD environment testing)
 - b. Specifications for the facilities and staff required for each phase.
 - c. Issue tracking process to manage issues identified and approach to resolution
 - d. Approach to development of test scripts.

Transition, Warranty, Go-Live, and On-going Support/Maintenance

1. Do you acknowledge the Go-Live date of January 1, 2023?
2. Do you understand that the warranty period will not commence until the system has been accepted? Any costs to accommodate these provisions must be listed in the pricing document.
3. Do you understand MCC requires that any changes mandated by a governmental unit are included in the support agreement?
4. How long does your firm plan on supporting the proposed application?
5. Do you have a life cycle support policy that provides support assurances for each version of your software for a specific time period after it is released?
6. Will you commit permanent resources to support your proposed product for a minimum of five (5) years?
7. Clearly delineate how your company defines enhancements, upgrades, updates, patches, and fixes, i.e., when they are chargeable vs. covered under support/maintenance. Provide specific examples using version numbers if needed to illustrate what is covered and what is chargeable.
8. MCC requests a support agreement inclusive of all upgrades and enhancements aimed at achieving efficient operation of the system and providing safe and adequate services at all times. We also requested that support services include a toll-free number for service issues, a support e-mail address, a support website, and remote diagnostic capability, etc. Are any of these items NOT included in the annual support cost? If so, which specifically are they and what alternatives do you have to offer?
9. Will there be staff persons dedicated to the MCC account or is it a call center?
10. If a call center, rather than dedicated persons, how can we be assured they will be familiar with our environment to properly troubleshoot the problem?
11. Explain how your firm's standard priority response times differ from our requested response times. Would you be willing to accommodate the priority levels requested?
12. How often do you issue patches or bug fixes?
13. What is the basis for determining when patches bug fixes, upgrades or new releases are required versus optional?
14. Describe any predictable maintenance or upgrade process affecting hardware, firmware, or software that would require the proposed solution be removed from service for any length of time.
15. If you have a technical support website, describe the features and functions included.
16. Describe the type of post go-live implementation support you provide.
17. Does your company have user groups and/or user conferences?

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 3) Qualification of Firm

Total points available for this criterion are 15 points.

1. Please provide information on personnel who will hold key roles for this project including but not limited to: Project Manager; Systems Engineer; Service Manager and Ongoing Service Technicians. **It is understood that staffing may need to be adjusted based on the actual commencement date; therefore, do not respond with "TBD". Any substitutions made prior to or during project must be with personnel who have the same or better experience and qualifications then what is being submitted in this response.**
2. For each individual that holds these key roles, provide their:
 - a. Name and title
 - b. Is this a subcontracted employee?
 - c. What is their role on the project?
 - d. Total years' experience with current firm and other.
 - e. Education (degree, major, institution, year)
 - f. Summary of pertinent experience and qualifications with respects to the system and services requested
 - g. Of the similar projects you identified in the previous, indicate whether or not this individual was involved in the project, and what their role was on the project.
 - h. Provide any other information that would assist the MCC in determining the qualifications of the individuals and their ability to complete the services required. Resumes for key staff may also be attached but are not to be used in place of this section.

***IF YOU ARE QUOTING MULTIPLE MODULES AND HAVE DIFFERENT STAFF FOR DIFFERENT MODULES – PLEASE IDENTIFY WHICH MODULE FOR WHICH STAFF MEMBER.**
3. Does your firm agree to the following conditions regarding project staffing?
 - a. Key personnel once finalized are confirmed to be available to work on this project for the duration (i.e., they are not otherwise committed to other projects that would hinder their ability to complete this one)
 - b. Key personnel will not be replaced by other individuals of proposer's company after commencement of this project, without prior written approval of the Music City Center.
 - c. Once key personnel have begun working on this project, they will be replaced by other individuals of proposer's company (after the MCC approval of other individuals) should their performance be unacceptable to MCC.

4. Please indicate who will be the Proposer's authorized representative; give name, title, address, e-mail address, phone, and fax. The person identified shall be empowered to make binding commitments for the Proposer.
5. Please indicate who is able to clarify information submitted or to respond to requests for additional information relative to this RFP process.
6. Using the format below, please provide a description of the organization submitting the proposal, including its size, experience, legal status (corporation or partnership, etc.), primary focus of your business and contact information. Complete the information below in its entirety. If you have multiple offices, provide specific information on the office that will be servicing this account. Complete the "Subcontractor Information" section for each and all subcontractors included in your proposal.
 - Company name:
 - How long has your firm been in business?
 - How long have you had the same business name?
 - Former firm name(s), if any, and year(s) established:
 - Note the primary focus of your business:
 - List previous business name(s), if applicable:
 - Contact person:
 - Telephone number:
 - E-mail address:
 - Headquarters' address:
 - Address of office responsible for this installation:
 - Address of office supporting the solution:
 - Company Legal Status:
 - Type of business organization:
 - i. Individual/Sole Proprietorship
 - ii. Joint venture
 - iii. Partnership
 - iv. Corporation
 - v. Other (include explanation)
7. Identify any and all firms you intend to use in the project.
8. Please identify the individual(s) in your firm responsible for managing/overseeing this type of project to assure that due diligence has been exercised and compliance with the requirements has been met.
9. Has your firm ever filed for Bankruptcy? If yes, please indicate state, date, court jurisdiction and docket number.
10. Indicate if at any time during the past five years Vendor has had a contract terminated for convenience, non-performance, or any other reason, or has entered into legal action with a customer.
11. Is/has your firm been barred from doing business with either the State of Tennessee or the Federal Government, or is any such action pending? If yes, please indicate the reason(s) for the debarment and the date(s) your firm was debarred.

12. Are there liens imposed on any of the proposed products? If yes, please explain thoroughly (use as much space as necessary).
13. What percentage of your business is specific to providing the software and services being requested?
14. Is the firm or any of its assets currently for sale or is there a sale pending? If yes, please explain thoroughly (use as much space as necessary). Note: Should your firm or any of its assets directly related to the provision of the requested system be sold after the submission of your proposal; you will immediately notify MCC once all paperwork has been executed. This shall apply to pending mergers as well.

Tab 4) Cost Data Form

Total points available for this criterion are 25 points.

Please complete the “**Appendix A – Tab 2 Cost Data Form**” and return with proposal. The cost criteria form will capture hourly cost for services outlined in this RFP. Failure to provide the completed cost criteria form may result in the proposal being deemed non-responsive.

While the cost evaluation will be based on a five-year life cycle, it is anticipated that once installed, the system will remain in place until the end of its product life cycle, estimated to be a minimum of five (5) years.

All costs must be provided on the pricing document posted with this RFP. All pricing must be a “not to exceed” fee, inclusive of items which are normally referred to as reimbursable expenses, i.e., travel, meals, lodging, and overtime work requiring higher than regular rate for which no additional compensation will be due. This will be the cost to be used in determining point scores for cost evaluation purposes (optional pricing excluded)

Tab 5) Reference Projects

Total points available for this criterion are 10 points.

Include three references from three different governments or similar entities 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) Contact Name and Title
- c) Number of Employees
- d) Products, Modules, Description of services provided
- e) First date of business relationship with Proponent
- f) Go Live Date/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) Appendixes

Proposers must complete and submit Appendixes A-D.

V) 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.

VI) 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.

T. Gratuities & 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.

U. Solicitation Process Communication

There shall not be any contact with the Convention Center Authority board of directors, employees, current contractors/vendors, or affiliates, or those who have a vested interest with the Convention Center Authority during the solicitation process. The point of contact for ALL questions, inquiries, clarifications in regards to this RFP must be sent to the Director of Purchasing/DBE or designee.

Appendix A

Click [here](#) to access

Appendix B

Click [here](#) to access

Appendix C

Click [here](#) to access

**Appendix D
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: _____.



VII) Sample Contract

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. DIVERSIFIED 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. Transfer of Data.** In the event of a breach or termination as here described, the Contractor shall preserve the Authority's data in its entirety at the time of said breach or termination for one hundred eighty (180) days. The Authority will provide Contractor instructions on data transfer.
- 10.5. 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 mainlined 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 THE AUTHORITY a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in THE AUTHORITY'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 THE AUTHORITY 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 THE AUTHORITY, 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 THE AUTHORITY information may compromise the integrity and security of THE AUTHORITY, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of THE AUTHORITY, CONTRACTOR shall return all information in whatever form. In the event of any disclosure or threatened disclosure of THE AUTHORITY information, THE AUTHORITY 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 THE AUTHORITY information is and shall be the sole property of THE AUTHORITY. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to THE AUTHORITY information. Nothing in this Contract or any other agreement between THE AUTHORITY and CONTRACTOR shall operate as an obstacle to such THE AUTHORITY's right to retrieve any and all THE AUTHORITY information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to THE AUTHORITY, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon THE AUTHORITY's request, CONTRACTOR shall supply THE AUTHORITY with an inventory of THE AUTHORITY 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 THE AUTHORITY, when applicable, CONTRACTOR shall notify THE AUTHORITY 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 THE AUTHORITY. 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 THE AUTHORITY can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to THE AUTHORITY and

reasonably cooperate with THE AUTHORITY in connection with THE AUTHORITY'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 THE AUTHORITY'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 THE AUTHORITY network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate THE AUTHORITY for any and all harm, injury, damages, costs, and expenses incurred by THE AUTHORITY 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 Rep John Lewis Way 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.

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

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:

EXHIBIT B (Sample Contract)

COMPENSATION AND PRICING SCHEDULE

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: _____