

**INVITATION TO BID
OPERABLE PARTITION PANELS RECOVERING FOR MUSIC CITY CENTER
201 5TH AVENUE SOUTH, NASHVILLE, TENNESSEE 37203**

ITB # 102-2020

**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) or issuance of a purchase order by the competitive sealed bid process.

Issuance Date: February 17, 2020

Operable Partition Panels Recovering for the Music City Center



**Bids Submission Date:
March 27, 2020 (3:00 PM Nashville local time)**

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

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NOTICE TO OFFERORS

This multi-step Invitation to Bid (ITB) 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 Multi-Step ITB package, in its latest version, is reviewed prior to submittal of a proposal.

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

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

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I) INTRODUCTION AND OVERVIEW

A. Convention Center Authority.

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

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

B. Purpose and Opportunity.

The Authority is administering this multi-step ITB (See pages 9-10) for qualified firms to submit proposals for Operable Partitions Recovering for the Music City Center.

It is the Authority’s objective to select the best-qualified firm who, in its opinion, will continuously provide top quality service and generally create goodwill within this high-quality facility. The final decision of the Authority will be made in its overall best interest. Any anticipated changes or deviations from these contracts should be clearly identified in the response to this multi- step ITB.

II) SCOPE OF SERVICES.

A. Scope Detail

1. Current Panel Specifications:

- (a) The Music City Center has 1,069 Hufcor double sided (2,138 individual panels) manually operated, individual movable acoustical panels in need of recovering. They are 4-5’ wide depending on location and range in height from 15’ to 41’6” high. The following is a list of the project areas in order by most significant current damage:

Area 1 - Karl F. Dean Grand Ballroom: 210 panels @ 41’6” tall x 5’ wide

Area 2 - Exhibit Hall: 316 panels @ 32’6” tall x 5’ wide

Area 3 - Davison Ballroom: 153 panels @ 20'9" tall x 5' wide

Area 4 - Level 100 Meeting Rooms: 224 panels @ 17' tall x 4' wide

Area 5 - Level 200 Meeting Rooms: 166 panels @ 15' tall x 4' wide

- (b) Panels are covered in a continuous full height with no horizontal or vertical splices or joints in panel face.
- (c) Apply one-piece seamless facing free of air bubbles, wrinkles, blisters, and other defects, with edge tightly butted, and with no gaps or overlaps.
- (d) Horizontal or vertical seams are not permitted.
- (e) Tightly secure and conceal raw and/or selvage edges of facing for finished appearance.
- (f) Panels are in-place partition that is rigid; level; plumb; aligned with tight hairline joints and uniform appearance; and free of bow, warp, twist, deformation and surface and finish irregularities
- (g) Panel exposed edges are finished facing wraps uninterrupted around panel, covering edge, and resulting in a partition with facing visible on vertical panel edges, without trim, for minimal sightlines at panel to panel joints.
- (h) Panels thickness are nominal 4 inch.
- (i) Panels initial closure are flexible, resilient PVC, bulb shaped acoustical seal.
- (j) Panels final closure are constant force, lever-operated, mechanical closure expanding from panel edge to create a constant-pressure acoustical seal. The exhibit hall also has a bulb seal track at receiving wall.

2. Installation and Product Specifications:

- (a) Panel covering is **OMNOVA Solutions-Coated Vinyl** Pattern: Cairn, Color: Grey, Product #: 523491
- (b) Panels are in-place partition that is rigid; level; plumb; aligned with tight hairline joints and uniform appearance; and free of bow, warp, twist, deformation and surface and finish irregularities
- (c) Panel exposed edges are finished facing wraps uninterrupted around panel, covering edge, and resulting in a partition with facing visible on vertical panel edges, without trim, for minimal sightlines at panel to panel joints.
- (d) Panels thickness are nominal 4 inch.
- (e) Panels initial closure are flexible, resilient PVC, bulb shaped acoustical seal.
- (f) Panels final closure are constant force, lever-operated, mechanical closure expanding from panel edge to create a constant-pressure acoustical seal. The exhibit hall also has a bulb seal track at receiving wall.
- (g) Panels must be covered in a continuous full height with no horizontal or vertical splices or joints in panel face.

- (h) Apply one-piece seamless facing free of air bubbles, wrinkles, blisters, and other defects, with edge tightly butted, and with no gaps or overlaps.
- (i) Horizontal or vertical seams are not permitted.
- (j) Tightly secure and conceal raw and/or selvage edges of facing for finished appearance.
- (k) Must use a high-quality, mildew-resistant, non-staining, low VOC adhesive as recommended by the manufacturer's written instructions.
- (l) Vinyl must be washable
- (m) Vinyl must comply with fire-test-response: CFFA-W-101-D
- (n) Where directional or repeating patterns or directional weave are indicated, mark facing top and attach vinyl in the same direction.
- (o) Must be antimicrobial treatment: additives capable of inhibiting growth of bacteria, fungi and yeast.

B. Music City Center's Responsibilities

- (a) The Music City Center will provide access to the facility and agreed upon space for the duration of this project.
- (b) The Music City Center will coordinate and provide parking needs for vehicles delivering materials, not to exceed 3 vehicles.
- (c) The Music City Center will provide access to a lift each night for the duration of this project.
- (d) The Music City Center will provide a small securable storage area for a limited number of tools, ladders, and some vinyl and adhesive that may be needed on site.
- (e) The Music City Center will provide a main point of contact and a back up contact for the duration of this project.
- (f) The Music City Center will provide monthly and weekly schedules for the duration of this project.
- (g) The Music City Center believes this project can be completed in approximately 4-5 months based on prior submittals on time needed. If additional crews are added this can be accomplished sooner.

C. Contractor Responsibilities

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

- (a) The Contractor will provide one point of contact for the Music City Center for the duration of this project.
- (b) The point of contact for the contractor must attend weekly scheduled meetings with the Music City Center point of contact to review project status, weekly schedules, etc.

- (c) All work is preferably completed overnight due to accessibility to the areas. Work can be performed during normal business hours when event activity allows. Access may vary based on event schedule and will be reviewed weekly and monthly.
- (d) Contractor must provide a photo ID that must be displayed on each employee at all times while working in the MCC. The MCC can create a photo ID for each employee at a fee of \$10.00 per ID
- (e) Contractor must enter and exit through the Korean Veteran Boulevard checkpoint entrance for check in/out and to obtain necessary access key/card.
- (f) Contractor is responsible for the quality and cost of the vinyl, adhesive, and all other materials needed for this installation.
- (g) Contractor may need additional offsite storage for additional materials/tools needed at their own expense.
- (h) Contractor will be responsible for moving air walls in and out of the air wall pockets.
- (i) It is preferred the contractor provide someone on site that is knowledgeable and capable of proper air wall movement to move panels as needed. See Exhibit C for air walls and proper air wall pockets for the ballrooms and exhibit hall. The Music City Center can provide training if necessary.
- (j) The Contractor must follow industry standards to prep the panel surfaces to receive new adhesive, smooth any imperfections that may be noticeable after install, and recover the specified operable partitions as noted by providing all the necessary vinyl materials, project schedule, materials, labor, equipment, tools, transportation, and personal protective equipment of workers for the duration of this project.
- (k) Contractor must repair drywall dings with putty and sand smooth prior to vinyl installation.
- (l) Contractor must follow industry standards and product specifications for proper adhesive and application of approved adhesive.
- (m) Panels must not remain uncovered overnight. Panels must be covered with new vinyl the same day/night. Unless approved by the Music City Center point of contact, the complete wall partition for a room must be completed each day if the room is in use the next day.
- (n) Work area must be free of tools or debris, cleaned, swept or vacuumed to be presentable each morning to our customers.
- (o) Contractor is responsible for any damage caused to the panels, tracks, seals, bolts, or the facility for any improper panel movement.
- (p) Contractor must clean panel surfaces upon completing installation of vinyl to remove dust, dirt, adhesives, and other foreign materials according to manufacturer's written instructions.
- (q) Contractor must provide final protection and maintain conditions in a manner acceptable to the manufacturer and the Music City Center that insure

replacement vinyl is without damage or deterioration at time of Substantial Completion.

- (r) The Contractor point of contact and MCC point of contact will inspect each area as it is completed.
- (s) Contractor must receive a sign-off from the Music City Center point of contact as areas are completed prior to billing for those areas. Sign-off does not relieve the Contractor of its responsibility of defective materials that may exist during the warranty period.
- (t) In the event errors or deficiencies are found, the Contractor will correct them at no additional cost to the Music City Center.
- (u) Contractor must adhere to all OSHA and TOSHA safety requirements.
- (v) Contractor must complete project as expediently as possible since time is of the essence. Due to event schedules, some stops and starts may occur so plan accordingly.
- (w) Contractor must provide at the conclusion of this project the dye lot and manufacturer information to ensure future ability to purchase/produce additional vinyl material that matches.
- (x) Contractor must provide attic stock pricing for 100 yards, 200 yards, and 300 yards in the following increments: 25% for 4' wide panels and 75% for 5' wide panels. Amount to be determined by MCC at time of award.
- (y) Attic stock will be delivered to a designation determined by the Music City Center.

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 this ITB process.

ITB Released	February 17, 2020
MANDATORY Pre-Bid Meeting	March 13, 2020 @9 am Room 204
ITB Questions and Inquiries Deadline	March 17, 2020
Responses to Inquiries	March 20, 2020
ITB Response Due	March 27, 2020 @ 3pm

B. Inquiries.

Direct all questions related to this multi-step ITB via email to mccpurchasing@nashvillemcc.com with **Operable Panels Recovering** 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 multi-step ITB 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>) by the date indicated in Section V (A).

C. Mandatory Pre-Bid Meeting and tour.

A **MANDATORY** Pre-Bid will be held as indicated in Section V (A). It will occur at the Music City Center, located at 201 5th Avenue South, Nashville, TN. Oral questions will receive oral responses, neither of which will be official or become part of the multi-step ITB. 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 contractors must attend in order to submit a bid. This will be the only pre-bid meeting scheduled.**

D. Submissions.

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

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

Hand Delivery Submissions should be delivered to:

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

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

E. Compliance with Multi-Step ITB.

Submissions must be in strict compliance with this Multi-Step ITB. Failure to comply with all provisions of the Multi-Step ITB 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 Multi-Step ITB 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 Multi-Step ITB, 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 Multi-Step ITB will not relieve such proposer of any contractual obligations contained in an agreement or required under the Multi-Step ITB. 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.

Please submit one (1) original copy and four (4) copies of the Technical Qualification Form in seal envelope clearly marked “**Technical Qualification Form**”. In a separate sealed envelope submit one (1) original copy and four (4) copies of Official Bid Price Sheet clearly marked “**Official Bid Price Sheet**”. Also include one (1) electronic copy of the complete bid including any attachments, on a WINDOWS PC compatible CD or flash drive (verify all files are on disc/flash drive prior to submitting proposal). Bid must be address as set forth in Section IV (D).

1) Official Technical Qualification Form – Exhibit A

- Read through Exhibit A in its entirety. Be sure to fill in all the blank spaces, as well as notarized the Affidavit before returning with bid.
- Complete all of Vendor Information inside the box on the Official Bid Form. Please include Company name, Your Name, Title, Address, City, State, Zip, Telephone number, Fax number, and email address.
- Answer qualifying questions per instructions.
- **Technical Qualification Evaluation Criteria is as follows:**

Criteria	Minimum Requirements	Pass/Fail
1. Qualifications		
Have on-going or completed projects/contracts amounting to at least \$500,000 or greater per year from 2017 to 2019 or required to removal and install at least 19,000 yards of vinyl that are related to the removing and recovering operable wall partitions panels.	<i>Total contract amount of at least \$500,000 per year from 2017 to 2019 or total of at least 19,000 yards of vinyl.</i>	
2. Approach to Scope and Methodology		
If proposing to apply vinyl over vinyl, please provide the exact process for preparing the existing panels/vinyl to receive the adhesive and new vinyl.	<i>Sound and specific approach in removing, prepping, and recovering vinyl.</i>	
Provide in detail how you propose to install the vinyl. Will the trim pieces be removed prior to vinyl install and reinstalled on each panel after	<i>Sound and detailed plan that demonstrates the installation process.</i>	

vinyl is applied as originally manufactured? See attached photos (Exhibit D)		
Provide the proposed adhesive and letters from the adhesive and vinyl manufacturers stating this adhesive is the recommended and approved adhesive for a vinyl over vinyl installation.	<i>Adhesive is acceptable for this project.</i>	
Provide a written guarantee that can provide the specified vinyl, along with lead times.	<i>Ability to provide specified vinyl.</i>	
Provide a description of proposed procedures of monitoring the progress and the quality of project as specified in the bid.	<i>Procedures should describe sound and specific progress and quality control</i>	
Please provide the length of time needed to complete the following spaces (consider the time panels must sit prior to moving.): Exhibit Hall A Exhibit Hall B Exhibit Hall C Exhibit Hall D	<i>Submitted a detailed timeline that adequately shows the length of time to complete Exhibit Hall area.</i>	
Please provide the length of time needed to complete the following spaces (consider the time panels must sit prior to moving.): Grand Ballroom A Grand Ballroom B Grand Ballroom C	<i>Submitted a detailed timeline that adequately shows the length of time to complete Karl F. Dean Grand Ballroom area</i>	
Please provide the length of time needed to complete the following spaces (consider the time panels must sit prior to moving.): Davidson A Davidson B Davidson C	<i>Submitted a detailed timeline that adequately shows the length of time to complete Davidson Ballroom area</i>	
Please provide the length of time needed to complete the following spaces (consider the time panels must sit prior to moving.): Level 1 Meeting Rooms Level 2 Meeting Rooms Room 401	<i>Submitted a detailed timeline that adequately shows the length of time to complete meeting rooms area</i>	
Alternative: Provide detailed process and length of time to remove the vinyl, remove the adhesive residue and paint the panels in the following spaces: Exhibit Hall A Exhibit Hall B Exhibit Hall C Exhibit Hall D	<i>Sound and detailed plan that demonstrates the removal of vinyl and adhesive, and paint process.</i>	
3. Organization		
Identified a point of contact for the overall management and implementation of the project.	<i>Key functions of the point of contact must be in line with Contractor Responsibilities.</i>	
Identify point of contact(s), personnel, and subcontractors that will work on this project. Specify the years of work directly related to	<i>The point of contact identified must have a minimum work experience of 2 years related</i>	

prepping and recovering operable wall partition panels. Resumes shall demonstrate the suitability of personnel assigned to the project in terms of experience and qualification.	<i>to the removal and recovering of operable wall partition systems</i>	
Have a sound financial and credit position. As a minimum, the Bidders net worth/total equity, calculated as the difference between total assets and liabilities, should be positive	<i>Net worth/total equity must be positive</i>	

2) Official Bid Price Sheet – Exhibit B

Complete all the pricing options schedules provided in Exhibit B. Provide Name of Bidder, Email, Phone number and signature before submitting bid.

V) SELECTION PROCESS

A. Selection Process.

The Authority is using the Multi-Step Competitive Sealed Bidding method of source selection, as authorized by (Section 3.2.6) 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 ITB will be evaluated by an evaluation committee appointed by the Director of Purchasing, 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 City or Authority employees, consultants, employees of other governmental agencies or citizens with no business conflicts with the potential contractors. The Authority reserves the right to contact any and all references to obtain, without limitation, information regarding the Offeror’s performance on previous projects. 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 Bids.

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 all unpriced offers based upon the criteria set forth herein. Other agencies and consultants of the Authority also may examine the unpriced offers. The evaluation committee will make recommendation(s) to the Authority’s staff to consider for selection based on the selection criteria. 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.

C. Selection Criteria.

Any contract/purchase order awarded pursuant to this ITB shall be awarded to the lowest responsive and responsible offeror whose bid response meets the requirements and criteria set forth in this ITB.

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 ITB, 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 ITB.

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 the Convention Center Authority and 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. Invoices are submitted to the Music City Center Finance Department.

Contractor shall submit an invoice after receiving the sign off on each completed area. Five percent (5%) of each invoice will be withheld until project punch list is completed.

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 regard to this RFP must be sent to the Director of Purchasing/DBE or designee.

VII) TERMS OF PURCHASE ORDER

The following terms and conditions are non-negotiable for POs originating from quotes, POs issued in response to Invitations to Bid (ITB) or Requests for Proposals (RFP) where no formal contract was developed. If the Purchase Order is issued as a release against a filed Contract, the contract's terms and conditions shall govern. Otherwise, the submission of a bid or proposal is a formal acceptance by the supplier of the Music City Center Terms and Conditions.

A. Delivery and/or Installation.

1. All goods or services furnished pursuant to this purchase order must be specified, and subject to the approval and inspection of the Convention Center Authority within a reasonable time after delivery at destination. Variations in goods or services from those specified in this purchase order must not be made without written Music City Center from the purchasing agent. Goods rejected will be returned at the Supplier's risk and expense.
2. Fixed Prices: Prices will remain firm for the period of one year. Any price decreases announced by the manufacturer and provided to all customers shall also be provided to the Convention Center Authority. The Authority recognizes that certain parts may be discontinued within a short time period.

Should this occur, the vendor may substitute higher quality or increased performance parts for the same price with the Authority's permission.

3. Nature of Contract: This is an indefinite quantity, indefinite delivery contract for sixty (60) months. The right is reserved to order such quantities of items and/or utilize services at such dates during the term of this contract as are necessary.
4. The Music City Center is exempt from federal and state taxes. Upon request, the Music City Center will provide an exemption certificate to the awarded Offeror. Potential suppliers doing business with the Music City Center shall not be exempted from paying sales tax to their suppliers for material to fulfill contractual obligations to the Music City Center, nor shall any potential supplier be authorized to use the Music City Center Tax Exemption Number in securing such materials.
5. Music City Center will pay no freight or expense charges except by previous agreement in writing.
6. Music City Center assumes no liability for any goods delivered without a purchase order. All deliveries shall be made to 700 Korean Veterans Boulevard, Nashville, TN 37203 on or after the delivery date stated on the PO.
7. Any deliveries made pursuant to this ITB and a contract award must be made pursuant to written purchase order of the Convention Center Authority Purchasing Agent. The Convention Center Authority assumes no liability for goods and/or services provided without a written purchase order from the Purchasing Agent. Unless otherwise specified in this ITB, delivery charges are to be prepaid and included in the bid price.
8. Vendor will be responsible for receipt of all products, unloading, inside delivery and protection of same, and coordinating delivery time with Music City Center at no additional cost to Music City Center.
9. Vendor must also notify the appropriate contact person a minimum of five (5) business days prior to project start.
10. Installation is required and shall be completed within the agreed time frame.
11. Installation is to include clean-up and removal from the building/site any and all packing materials and trash generated from installation of the furniture on a daily basis and through the completion of the project. Vendor may use the Music City Center dumpster for the removal of trash, with prior approval. Vendor may be required to show documentation of recycling of any recyclable packaging materials.

B. Electronic Payment.

1. Music City Center requires as a condition of this PO that the Contractor shall complete and sign the Metropolitan Government of Nashville & Davidson County form authorizing electronic payments to the Contractor, attached hereto.
2. Supplier self-service is provided for the ACH payments. It is the Supplier's

responsibility to access Metro's supplier self-service website.

3. All payments are made by established ACH. To ensure timely receipt of payment, clearly reference the Purchase Order on the Invoice. Only one purchase order may be referenced on an invoice although there may be multiple invoices referencing the same PO number if there are multiple shipments or multiple milestone payments on a PO.
4. Vendor must be registered with the Metropolitan Government as a vendor. Vendors will be required to register in iSupplier (www.nashville.gov) in order to receive payment.
5. There will be no other charges or fees for the performance of this contract. Music City Center 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. Music City Center 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.
6. Payment will be made by the Convention Center Authority after commodities and/or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.
7. Contractor shall submit an invoice after receiving the sign off on each completed area. Area for this purpose may be defined as room or rooms. Five percent (5%) of each invoice will be withheld until project punch list is completed.

C. Warranty.

1. Contractor warrants that for a period of one (1) year from date of delivery and/or installation, whichever is later, the goods/services provided shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.
2. During the warranty period, Music City Center may, at its option, request that Contractor repair or replace any defective goods by written notice to Contractor. In such event, Contractor shall repair or replace the defective goods, as required by Music City Center, at Contractor's expense, within thirty (30) days of written notice. Alternatively, Music City Center may return the defective goods, at Contractor's expense, for a full refund. Exercise of either option shall not relieve Contractor of any liability to Music City Center for damages sustained by virtue of Contractor's breach of warranty.

D. General.

1. The terms and conditions of this purchase order must not be changed by Supplier. If the purchase order, in response to your offer, is not acceptable, return to the Director of Purchasing. Failure to deliver or to comply with any of the terms and conditions of this purchase order or any contract or ITB upon which this purchase order is based, may disqualify the Supplier,

and may result in the cancellation of this purchase order, ITB or contract and damages being charged to the Supplier. Suspension and Debarment may also be determined by the Director of Purchasing to be warranted.

2. All bid responses must be typewritten or written legibly in ink and signed by an individual authorized to bind the offeror. Properly notarized signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid response. Erasures, white-outs, type overs, and other modifications must be initialed. Offerors are cautioned to verify their bid response prior to submission. Bid responses may only be withdrawn under the limited circumstance stated in 3.2.5 of the Convention Center Authority Procurement Policy.
3. Any changes made to this bid document may delay any contract award and execution. Additionally, charges made to this bid document may disqualify the bid response as non-responsive.
4. Certain mistakes may be corrected so long as the intended correct bid response is clearly evident.
5. Substitutions will not be permitted unless specifically provide for in this ITB. If this ITB specifies that substitutions are permitted, any particular manufacturer, brand, model make or detailed description set forth in the specifications is for descriptive purposes only and a offeror may substitute articles so long as they are of similar character, quality and design as that specified, and will serve the purpose for which the article is used equally well as that specified. If bidding a substitute article, an offeror must provide the manufacturer's name and catalogue reference, specifications for the substitute article, and/or other information that will enable the Director of Purchasing to make the determination of similarity, serviceability and suitability of the substitute.
6. The Convention Center Authority reserves the right, through the Director of Purchasing/DBE to be the sole judge in making such determination.
UNLESS THIS ITB SPECIFIES THAT A SUBSTITUTE ARTICLE IS PERMITTED, IT IS UNDERSTOOD THAT THE ARTICLE TO BE PROVIDED BY THE OFFEROR, IF SUCCESSFUL, WILL BE OF THE SAME MANUFACTURE, BRAND, MODEL, MAKE AND/OR WILL MATCH THE DETAILED DESCRIPTION SET FORTH IN THE SPECIFICATIONS.
7. Where more than one item is listed, any item(s) no bid upon should be indicated "No Bid". Any and all items left blank will be considered a "No Bid" for that item. If no items are bid on, the "Statement of No Bid" for that item. If no items are bid on, the "Statement of No Bid" should be returned, with the envelope plainly marked "No Bid" with the bid number.
8. A offeror desiring to bid "No Charge" must so indicate; otherwise the bid will be construed as incomplete and may be rejected.

9. Offerors are cautioned that any condition, qualification, provision, or comment in its bid response, or in other correspondence transmitted with their bid response, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this ITB, shall be sufficient cause for the rejection of its bid response as non-responsive.
10. The Supplier shall not assign, transfer, convey or otherwise dispose of the purchase order, or the right, title or interest in or to the same or any part thereof, without the prior written consent of the Director of Purchasing/DBE, and the Supplier shall not assign by power of attorney or otherwise any of the moneys to become due and payable under the purchase order. Breach of this provision shall be a material breach.
11. It is understood that it is necessary for the Music City Center to have a continuous and uninterrupted flow of supplies and materials and the Supplier must furnish and make the deliveries accordingly.
12. The purchase order is subject to all charter and code provisions of the Convention Center Authority. It is hereby agreed that the provisions of all ordinances and resolutions of the Convention Center Authority relating to suppliers are hereby made a part of the purchase order.
13. Should Supplier fail to fulfill, in a timely and proper manner, its obligations under the purchase order, or if it should violate any of the terms of the purchase order, the Director of Purchasing/DBE shall have the right to immediately cancel the purchase order. The Director of Purchasing/DBE may cancel the purchase order at any time, with or without cause, upon sixty (60) days written notice to Supplier. Should funding for the purchase order be discontinued, the Director of Purchasing/DBE shall have the right to cancel the purchase order.
14. The Director of Purchasing/DBE, at its options, and in lieu of immediate cancellation, may request that the Supplier repair or replace any defective goods by written notice to Supplier. In that event, Supplier shall repair or replace the defective good(s) within thirty (30) days. Exercise of this option shall not relieve Supplier of any liability to the Music City Center for damages sustained by virtue of Supplier's breach.
15. The Purchase order may be modified only by PO change amendment executed by all parties.
16. No waiver of any provision of the purchase order shall affect the right of any party thereafter to enforce such revision of to exercise any right or remedy available to it in the event of any other default.
17. Supplier agrees that, in the event either party deems it necessary to take legal action to enforce provisions of the purchase order, and in the even

Music City Center prevails, Supplier shall pay all expenses of such action including Music City Centers attorney fees, expert fees and costs at all stages of the legal action.

18. The purchase order sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
19. The validity, construction, and effect of the purchase order, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Venue in any action arising under this purchase order shall be Davidson County, Tennessee.
20. Should any provision of the purchase order be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the purchase order.
21. Supplier, in determining the prices and/or amounts of the purchase order, shall not collude with any other person, firm, corporation, or association in arriving at said prices and/or amounts or in any way violate the terms, conditions, and/or spirit of the provisions of 15 U.S.C. 1 through 7 (Sherman Anti-Trust Act).
22. Supplier agrees to indemnify and hold the Convention Center Authority, its officers, agents, and/or employees harmless from and against any and all lawsuits, damages, and expensed, including court cost, expert fees, and attorney's fees, by reason of any claim and/or liability imposed, claimed, and/or threatened against the Convention Center Authority, its officials, agents, and/or employees for damages because of bodily injury, death, and/or property damages arising out of or in consequence of this purchase order to the extent that such bodily injuries, death, and/or property damages are attributable to the acts or omissions of the Supplier and/or the Supplier's officers, agents, and/or employees.
23. Supplier, by accepting and honoring this purchase order, makes the following affirmative declaration and statement as of the date said purchase order is honored to wit:
 - Taxes and Licensure. Supplier states that Supplier has all applicable licenses, including business licenses. Affiant states that Supplier is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L β4.20.065.
 - Nondiscrimination. Supplier affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not

violate, any applicable laws concerning the employment of individuals with disabilities. With regard to all aspects of this contract, Supplier certifies and warrants it will comply with this policy. M.C.L. β4.28.020.

- **Employment Requirement.** Suppliers declares that neither the prime, subcontractors, sub-consultants, nor providers of day laborers, employ any person who is not a legal resident of the United States. Any contractor who knowingly violates the provisions of this section is subject to debarment or suspension. M.C.L. 4.40.060.
- **Contingent Fees.** It is a breach of ethical standards for a person to be retained or to retain a person, to solicit or secure a Music City Center contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. The Supplier affirms that they have not retained anyone in violation of the foregoing. M.C.L. β4.48.080.

[The remainder of this page is intentionally left blank.]



Technical Qualification Form

Instructions:

- This form is part of the bid for the above-mentioned requirements Bids should be submitted.
- by the time and date specified above.
- The vendor should provide the information below.
- Answer the questions. Please use additional sheets, if need, following the same format.

MAILING ADDRESS:	HAND DELIVERY LOCATION:
<p style="text-align: center;">Music City Center 700 Korean Veterans Blvd Nashville, TN 37203</p>	<p style="text-align: center;">Music City Center Administration Board Room 600 Korean Veterans Blvd Nashville, TN 37203</p>

VENDOR INFORMATION			
Company Name:	_____		
Name (type or print):	_____	Title:	_____
Address:	_____		
City:	_____	State:	ZIP Code: _____
Telephone Number:	_____	Fax Number:	_____
E-Mail Address:	_____		



Technical Qualification Form

1. CAPACITY TO PERFORM

(a) List on-going or completed projects that are related to the removal and recovering of operable wall partition panels within the 2017-2019:

Year 2017

Client Name	Client Contact email and phone number:	Description/Scope of Work (include yardage)	Contract Amount (\$)

Year 2018

Client Name	Client Contact email and phone number:	Description/Scope of Work (include yardage)	Contract Amount (\$)

Year 2019

Client Name	Client Contact email and phone number:	Description/Scope of Work (include yardage)	Contract Amount (\$)

2. APPROACH TO SCOPE AND METHODOLOGY

- (a) **If proposing to apply vinyl over vinyl, please provide the exact process for preparing the existing panels/vinyl to receive the adhesive and new vinyl.** Consider all the work that needs to be done that will not interfere with the Music City Center events.

Bidder's Response:

- (b) **Provide in detail how you propose to install the vinyl. Will the trim pieces be removed prior to vinyl install and reinstalled on each panel after vinyl is applied as originally manufactured? See attached photos (Exhibit D)**

Bidder's Response:

- (c) **Provide the proposed adhesive and letters from the adhesive and vinyl manufacturers stating this adhesive is the recommended and approved adhesive for a vinyl over vinyl installation.**

Bidder's Response:

- (d) Provide a written guarantee that can provide the specified vinyl, along with lead times.

Bidder's Response:

Exhibit A

- (e) Describe your proposed procedures of monitoring the progress and the quality of project as specified in the bid.

Bidder's Response:

- (f) **Please provide the length of time needed to complete the following spaces (consider the time panels must sit prior to moving.):**

Exhibit Hall A
Exhibit Hall B
Exhibit Hall C
Exhibit Hall D

Bidder's Response:

- (g) **Please provide the length of time needed to complete the following spaces (consider the time panels must sit prior to moving.):**

Grand Ballroom A
Grand Ballroom B
Grand Ballroom C

Bidder's Response:

- (h) **Please provide the length of time needed to complete the following spaces (consider the time panels must sit prior to moving.):**

Davidson A
Davidson B
Davidson C

Bidder's Response:

- (i) **Please provide the length of time needed to complete the following spaces (consider the time panels must sit prior to moving.):**

Level 1 Meeting Rooms
Level 2 Meeting Rooms
Room 401

Bidder's Response:

- (j) **Please provide the length of time needed to remove vinyl and adhesive residue, and paint panels only in the following spaces:**

Exhibit Hall A
Exhibit Hall B
Exhibit Hall C
Exhibit Hall D

Bidder's Response:

3. ORGANIZATION

- (a) Describe the key functions of the Point of Contact(s) that will be assigned for the management and implementation of this project.

Bidder's Response:

- (b) Identify point of contact(s), personnel, and subcontractors that will work on this project. Specify the years of work directly related to removing, prepping, and recovering operable wall partition panels. Resumes shall demonstrate the suitability of personnel assigned to the project in terms of experience and qualification.

Bidder's Response:

- (c) Include a copy of your most recent Financial Statement (audited financials are given more credibility and may be required).

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: _____ .

**Exhibit B
Official Bid Price Sheet**

MATERIALS AND LABOR	LUMP SUM AMOUNT
Provide a lump sum amount that includes the purchase of all the specified vinyl to complete the project for all areas specified, labor and installing the specified vinyl including materials, equipment, adhesive, tools, transportation, and personal protective equipment of workers required for the duration of this project.	\$

ALTERNATIVE METHOD MATERIALS AND LABOR	LUMP SUM AMOUNT
Provide a lump sum amount that includes the purchase of all the specified vinyl to complete the project for all areas specified (excluding vinyl for the alternative method), labor and installing the specified vinyl including materials, equipment, adhesive, tools, transportation, and personal protective equipment of workers required for the duration of this project. Include the cost to remove vinyl and adhesive residue, and paint panels in Exhibit Hall.	\$

ADDITIONAL REPAIRS OR WORK	HOURLY RATE
Provide an hourly rate for any additional repairs or work that may occur outside the scope of this project.	\$

ATTIC STOCK PRICING *	LUMP SUM AMOUNT
100 yards of attic stock of OMNOVA Solutions-Coated Vinyl Pattern: Cairn, Color: Grey, Product #: 523491 (25% 4' wide panels and 75% 5'wide panels)	\$
200 yards of attic stock of OMNOVA Solutions-Coated Vinyl Pattern: Cairn, Color: Grey, Product #: 523491 (25% for 4' wide panels and 75% for 5'wide panels)	\$
300 yards of attic stock of OMNOVA Solutions-Coated Vinyl Pattern: Cairn, Color: Grey, Product #: 523491 (25% 4' wide panels and 75% 5'wide panels)	\$

*The Convention Center Authority will select the best attic stock option that will best meet its needs. Amount will be included on the purchase order.

NAME OF BIDDER:

EMAIL:

PHONE:

In submitting this bid, proposers represent: A) that the proposers has examined and carefully studied the Bidding Documents; and B) that all components and parts are accounted for and included to complete the product and specification requirements.

Print Name

Date

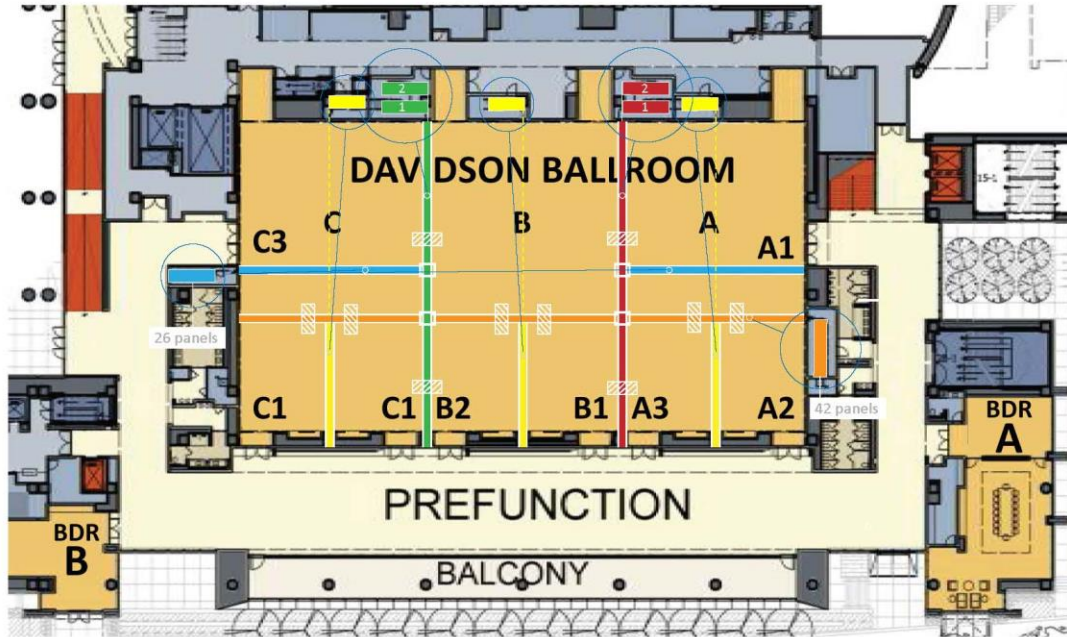
Authorized Signature

Date

There will be no other charges or fees for the performance of this contract.

EXHIBIT C AIR WALLS LAYOUT

AIRWALLS LEVEL 1M: DAVIDSON BALLROOM MUSIC CITY CENTER



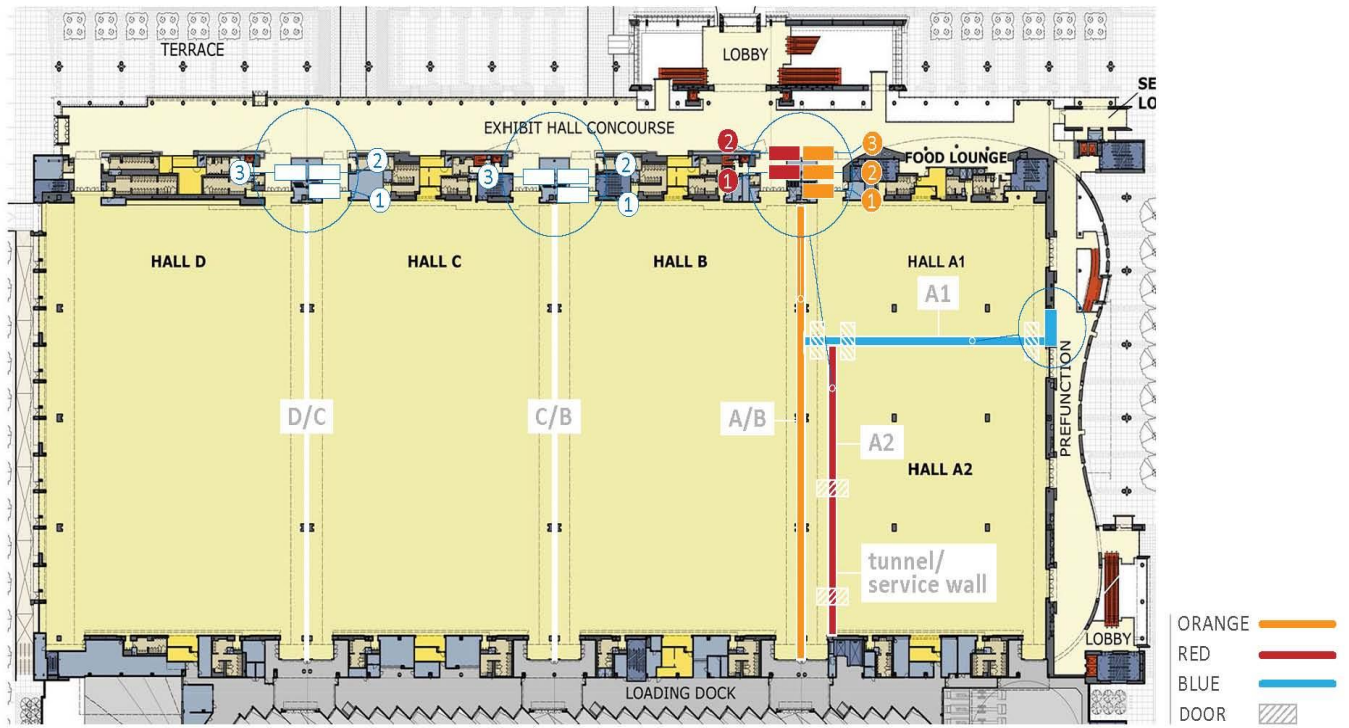
PLEASE MAKE NOTE:

1. Pay attention to where airwalls are stored and how their location may affect the placement of surrounding walls.
2. Please note the order of airwalls are stored.
(1) Pull from this stack first
(2) Pull from this stack second
3. Be aware of rigging plots - rig points could obstruct airwall travel
4. The blue wall does not extend all the way across, but can accommodate two rooms at a time.
5. If the blue wall is pulled, the service corridor can only be entered and exited through A2, A3, B1, B2, C1 and C2.

YELLOW	
ORANGE	
RED	
GREEN	
BLUE	
DOOR	

AIRWALLS

LEVEL 3: EXHIBIT HALL
MUSIC CITY CENTER

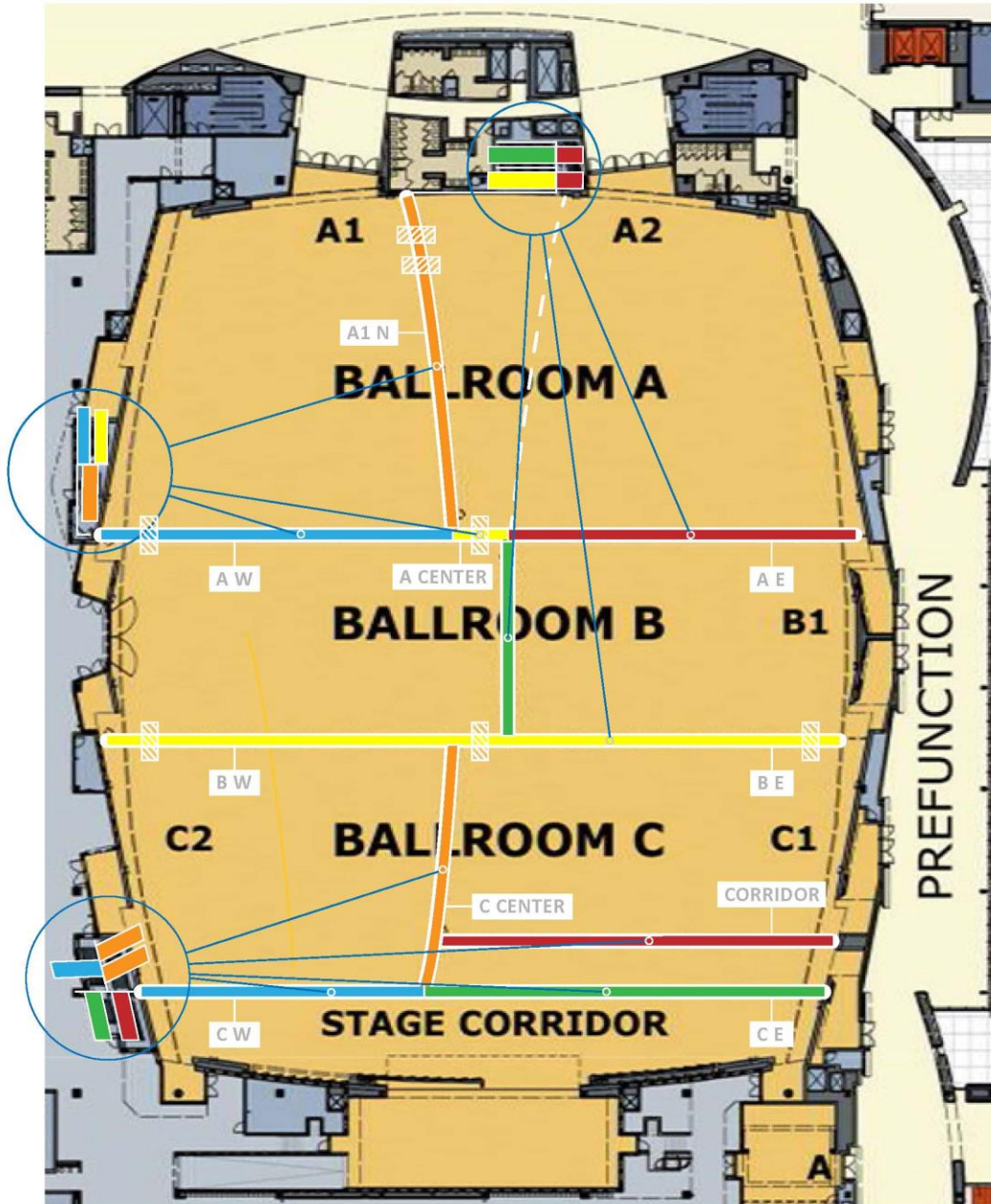


PLEASE MAKE NOTE:

1. Pay attention to where airwalls are stored and how their location may affect the placement of surrounding walls.
2. Be aware of rigging plots - rig points could obstruct airwall travel
3. Please note the order of airwalls are stored:
 - (1) Pull from this stack first
 - (2) Pull from this stack second

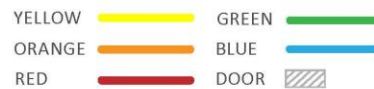
AIRWALLS

LEVEL 4: GRAND BALLROOM
MUSIC CITY CENTER



PLEASE MAKE NOTE:

1. Pay attention to where airwalls are stored and how their location may affect the placement of surrounding walls.
2. Please note the order of airwalls are stored.
 - (1) Pull from this stack first
 - (2) Pull from this stack second
3. Be aware of rigging plots - rig points could obstruct airwall travel.



**EXHIBIT D
AIR WALLS TRIM PHOTOS**

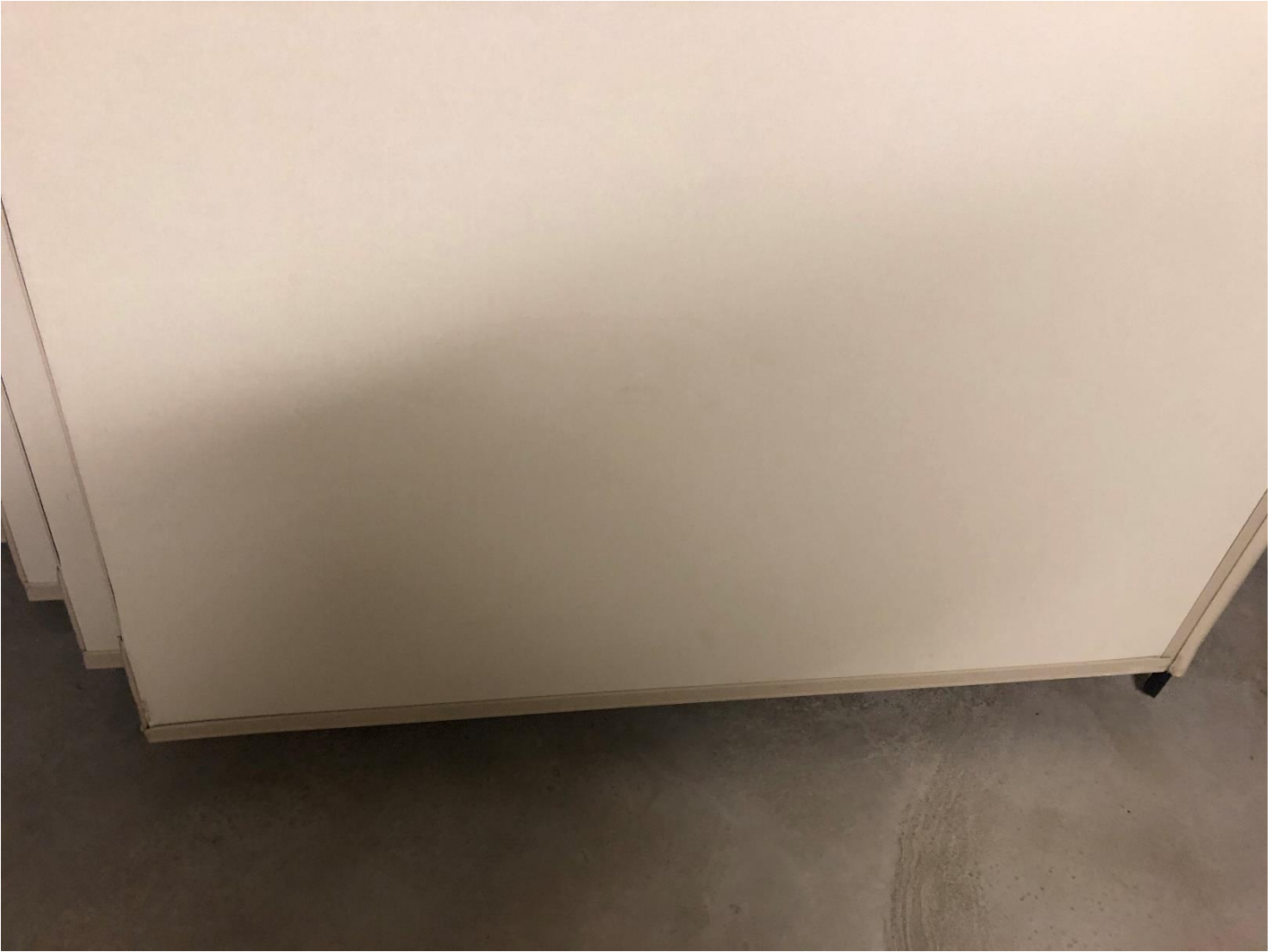
Airwall Trim Type # 1:



Airwall Trim Type # 2:



Airwall Trim Type # 3:



VIII) SAMPLE CONTRACT

NAME OF ITB SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5. COMPENSATION AND PRICING.

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

SECTION 6. BILLING AND REPORTING.

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

SECTION 7. SMALL BUSINESS AND PROCUREMENT NONDISCRIMINATION PROGRAM REQUIREMENTS.

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

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

SECTION 8. REPRESENTATIONS AND WARRANTIES.

- 8.1. Nondiscrimination.** It is the policy of Authority that any person or contractor furnishing supplies or services to Authority, and to which any funds of Authority are expended, shall establish equal employment opportunities for all individuals so that no individual shall be excluded from employment by such person because of race, creed, color, national origin, age or sex, and to ensure compliance with all applicable laws concerning the employment of individuals with disabilities, including the posting of any applicable, legally required notices. With regard to all aspects of this Agreement, Contractor certifies and warrants that it shall not subscribe to any personnel policy which permits or allows the promotion, demotion, employment, dismissal or laying off any individual due to race, creed, color, national origin, age or sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 8.2. Americans with Disabilities Act (ADA).** Contractor assures Authority that all services provided through this Agreement shall be completed in full compliance with the Americans with Disabilities Act (“ADA”) and Architectural and Transportation Barriers Compliance Board, Federal Register 36 CFR Parts 1190 and 1191, Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; proposed rule, published in the Federal Register on July 23, 2004. Contractor will ensure that participants with disabilities will have communication access that is equally effective as that provide to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.
- 8.3. Contingent Fees.** Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure the contract up on an agreement or understanding for a contingent commission, percentage, or brokerage free, exception for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this section is, in addition, to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Authority contracts.
- 8.4. Gratuities and Kickbacks.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this section is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Authority contracts.

SECTION 9. INSURANCE AND INDEMNIFICATION.

- 9.1. Liability Insurance.** Throughout the Agreement Term, Contractor shall, at its sole expense, obtain and maintain in full force and effect the following types and amounts of insurance: (i) commercial general liability insurance in the amount of no less than one million dollars (\$1,000,000.00) each occurrence combined single limit for bodily injury and property damage, including, without limitation, contractual liability, personal injury, products and completed operations; (ii) automobile liability insurance in the amount no less than one million dollars (\$1,000,000.00) each occurrence combined single limit for bodily injury and property damages, including owned, non-owned and hired auto coverage, as applicable, unless a lesser amount is approved by Authority; and workers compensation insurance with statutory limits required by the State or other applicable laws and employer’s liability insurance with limits of no less than one hundred thousand dollars (\$100,000.00).

- 9.2. Additional Insurance Terms.** Any and all insurance obtained pursuant to Section 7.1 shall (i) contain or be endorsed to contain a provision that includes Authority, its officials, directors, officers, agents, and employees (collectively, its "Representatives") as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, part, or equipment furnished in connection with the Services; (ii) contain no special limitations on the scope of its protection afforded to Authority or its Representatives; (iii) be the primary insurance covering Authority and its Representatives for any claims related to this Agreement; and (iv) contain or be endorsed to contain a waiver of subrogation against Authority and its Representatives. Any insurance or self-insurance programs covering Authority or its Representatives shall be excess of Contractor's insurance and shall not contribute with it.
- A. With respect to any and all insurance obtained pursuant to Section 7.1, Contractor shall: (i) place such insurance with an insurer that shall have no less than an "A-, Financial Size VII" rating according to A.M. Best's Company rating and shall be authorized to do business in Tennessee; (ii) replace certificates, policies and/or endorsements for any such insurance expiring prior to the end of the Agreement Term; and (iii) provide certified copies of endorsements and policies in lieu of or in addition to certificates of insurance.
 - B. If Contractor has or obtains primary and excess policies, there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.
 - C. Contractor shall require that all subcontractors maintain from the time they are subcontracted and thereafter throughout the remainder of the Agreement Term commercial general liability insurance, business automobile liability insurance and worker's compensation/employers liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified above for Contractor. Contractor shall provide such subcontractor's certificates of insurance to Authority.
 - D. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously as provided hereinabove and, without lapse, for a period of one year beyond the expiration of this Agreement, to the effect that, should occurrences during the term of the Agreement give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies. This tail coverage requirement may be waived by Authority in writing where appropriate.
- 9.3. Indemnification and Hold Harmless by Contractor.** Contractor shall indemnify and hold harmless Authority and its Representatives from (i) any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees or agents, including its sub- or independent contractors, in connection with the performance of this Agreement; and (ii) any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees or agents, including its sub- or independent contractors, to observe applicable laws, including, but not limited to, labor laws or minimum wage laws. The provisions of Section 9.3 and Section 9.7 shall survive the expiration or termination of this Agreement.
- 9.4. No Indemnification or Hold Harmless by Authority.** Authority will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment, exhibit or other document that the Contractor may provide.
- 9.5. Insurance Risk.** Contractor bears the risk of inadequacy or failure of any insurance or any insurer.
- 9.6. No Increase in Licensor Liability.** This Agreement shall not impose any liability on Authority that would not otherwise be imposed, increase any liability limit that would otherwise apply or waive any defenses or immunity that would otherwise be available under applicable law, including, but not limited to, the Tennessee Governmental Tort Liability Act.
- 9.7. Copyright, Trademark, Service Mark, or Patent Infringement.** Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against Authority to the extent that it is based on a claim that the products or services furnished by Contractor infringe a copyright, trademark, service mark or patent. Contractor shall further indemnify and hold harmless Authority against any award of damages and costs made against Authority by a final judgment of a court of last resort in any such suit. Authority shall provide Contractor immediate notice in writing of the existence of such claim and full right

and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. Authority reserves the right to participate in the defense of such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon Authority unless approved by Authority.

- A. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense: (i) procure for Authority the right to continue using the products or services; (ii) replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to Authority, so that they become non-infringing.; and/or (iii) remove the products or discontinue the services and cancel any future charges pertaining thereto. Parties agree that Contractor will not exercise the (iii) option until Authority and Contractor have determined that options under (i) and (ii) are impractical.
- B. Contractor shall have no liability to Authority, however, if any such infringement or claim thereof is based upon or arises out of: (i) the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor; (ii) the use of the products or services in a manner for which the products or services were neither designated nor contemplated; and/or (iii) the claimed infringement in which Authority has any direct or indirect interest by license or otherwise, separate from that granted herein.

SECTION 10. TERMINATION.

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

SECTION 11. MISCELLANEOUS.

- 11.1. Compliance with Laws.** Contractor shall comply with all applicable federal, state, and local governmental statutes, rules, regulations, ordinances, and directives prescribed by Authority for the government and management of the Center. Contractor will not do or suffer to be done anything during the Agreement Term in violation of any such laws, ordinances, rules or regulations. If the attention of Authority is called to any such violation on the part of Contractor or on the part of Contractor's employees, Contractor shall immediately desist from and correct or cause to be corrected such violation.
- 11.2. Taxes and Licensure.** As, in part, set forth on Exhibit C, Contractor shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes. Authority shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Authority.
- 11.3. Maintenance of Records.** Contractor shall maintain documentation for all charges against Authority and for the services provided hereunder. The books, records, and documents of Contractor, insofar as they relate to work performed, or money received, under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice

by Authority or its duly appointed representatives. The records shall be 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 Fifth Avenue South
 Nashville, TN 37203

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

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

11.25. Headings. The headings of the sections contained herein are for convenience only and do not define, limit or construe the contents of such sections.

11.26. Survival. In the event of termination or expiration of this Agreement, any provisions that by their very nature need to survive in order to be given their full intended effect, shall so survive.

11.27. Attorney’s Fees. In the case of the failure of Contractor to perform and comply with any of the covenants and conditions of this Agreement, Contractor shall pay to Authority the costs and expenses of enforcing this Agreement including a reasonable sum for attorney’s fees, whether suit be brought or not.

11.28. Binding Effect on Contractor. This Agreement is binding on Contractor, its successors and assigns. As to its obligations to Authority, Contractor assumes full responsibility for the acts or omissions of each of Contractor’s Admittees. For purposes of this Agreement, the acts of any of Contractor’s Admittees shall be the acts of Contractor.

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

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 Convention Center Authority 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: _____