

REQUEST FOR PROPOSAL

NUMBER 09-17

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

Fire/EMS Electronic Patient Care Reporting System

**David Friedlander, CPPB
Div. of Purchasing and Contract Management**

This proposal solicitation document is prepared in a Microsoft Word (Office for Windows) format. Any alterations to this document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Metropolitan Government.

There may be one or more amendments to this proposal solicitation. If your company desires to receive copies or notices of any such amendments, you must provide the information requested below to Metro Purchasing. Please send this information to Jan Wiles via fax at (615) 862-6179 or by e-mail at jan.wiles@nashville.gov. **Metro will send amendments only to those firms which timely complete and return this form via fax or provide the requested information by timely e-mail.**

RFP number	09-17
Company name	_____
Mailing address	_____

Phone number	_____
Fax number	_____
Contact person	_____
E-mail address	_____

Send amendments by (check one):

☐ fax
☒ e-mail

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

Amendments also will be posted on the Metro Government Purchasing web site (http://www.nashville.gov/pu/bob_letter.html) in a PDF format. Check the Expanded Information page for the particular proposal solicitation for any posted amendments.

Table of Contents

Page

1) Introduction/Overview	4
A) Purpose/Objective	4
B) Background	4
C) Technical Specifications	4
D) Inquiries	13
E) Method of Source Selection.....	13
F) Pre-Proposal Conference.....	13
G) Minimum (general) criteria Metro will use to determine if proposal is “Responsive”	14
H) Minimum (general) criteria Metro will use to determine if proposal is “Responsible”	14
I) Projected Timetable.....	14
2) Constraints on the Contractor	14
3) Contractor Personnel Requirements.....	15
a) Americans with Disabilities Act (“ADA”)	15
4) Contractor Responsibilities.....	15
5) Metro Departmental Responsibilities.....	16
6) Delivery Dates and Exclusions.....	16
7) Metro’s Right to Inspect.....	16
8) Terms and Conditions of Contract for RFP Goods and/or Services.....	16
9) Procurement Non-Discrimination Program Requirements.	16
10) Assistance to Small Businesses as Subcontractors and Suppliers	17
11) Instructions for Proposal.....	18
Open Access to Procurement Documents	18
A) Compliance with the RFP.....	18
B) Acknowledgment of Insurance Requirements	18
C) Delivery of Proposals	18
D) Evaluation of Proposals (Procedure)	19
E) Ambiguity, Conflict, or Other Errors in the RFP.....	20
F) Proposals and Presentation Costs.....	20
G) Rejection of Proposals	20
H) Acceptance of Proposals	20
I) Requests for Clarification of Proposals	20
J) Validity of Proposals.....	20
K) Response Format.....	20
L) Proposal Evaluation Panel and Evaluation Factors	34

Attachments:

- * Standard Metro Contract for Goods and/or Services
- * Insurance Requirements
- * Ethical Standards Affidavit
- * ACH Form
- * SMALL BUSINESS STANDARDS
- * LIST OF PROPOSED SMALL BUSINESSES
- * GOOD FAITH EFFORTS FORM
- * STATEMENTS OF INTERESTED, NOTIFIED AND SUCCESSFUL SUBCONTRACTORS
- * LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR/JOINT VENTURE
- * STATEMENTS OF INTERESTED, NOTIFIED AND SUCCESSFUL SUBCONTRACTORS

Request for Proposal #09-17

Fire/EMS Electronic Patient Care Reporting System

1) Introduction/Overview

A) Purpose/Objective

The Metropolitan Government of Nashville and Davidson County ("Metro") has issued this Request for Proposals (RFP) for the sole purpose of obtaining responsive proposals from qualified firms specializing in a software solution for the implementation of a Public Safety Electronic Patient Care Reporting system that will support electronic field data collection of patient care records, related electronic billing activities, and related reporting for the Metro Nashville Fire Department.

A significant, but not the sole basis of this award, will be that the firm selected will commit contractually to provide the specified package of services in accordance with Metro's requirements.

If awarded, the contract shall commence on the date it is signed by all required parties and filed in the office of the Metropolitan Clerk. The contract term shall not exceed five (5) years.

B) Background

The Nashville Fire Department (NFD) serves a community of approximately 600,000 residents. The Paramedic EMS Bureau provides an average of 18 Advanced Life Support (ALS) Medical units (ambulances), each manned by one Paramedic and one EMT. In addition, the Fire-EMS Bureau provides 13 ALS First-Responder Engine Companies, each manned by at least one Paramedic and up to 4 EMTs. There are three EMS (Paramedic) District Chiefs and one EMS (Paramedic) Assistant Chief on duty 24 hours/day, 7 days/week. The Paramedic EMS Bureau is headed by a Paramedic Deputy Chief.

The number of on-duty ambulances varies based on a number of criteria; therefore any proposed system must be flexible and scalable to accommodate the number of personnel using the system. The Paramedic EMS Bureau responds to approximately 55,000 calls annually, with approximately 40,000 transports to 12 area hospitals.

C) Technical Specifications

Existing Technology

Patient care reporting/field data collection is accomplished electronically using third-party software on Windows XP-based Tablet PCs (DRS Tactical Systems - Walkabout Hammerheads). The database server which maintains the completed ePCR data is an Intel-based (Dell) server. The server operating system is Windows Server 2003. The database environment is Microsoft SQL Server 2005 Standard. The system's reporting server has the same Operating System but utilizes SQL Server 2005 Enterprise.

Each ALS company, including Chiefs, has at least one tablet PC with the ePCR client software. The Tablet PCs receive and send electronic data via third-party cellular air cards (currently Sprint – Sierra 720) over a CISCO VPN that is controlled by the Metro Nashville ITS Department.

Vehicle docking stations for the tablet PCs are installed in all ALS responder vehicles – Ambulances, Chief Cars (Tahoes) and Fire Engines. Ambulances have two docking stations each – one in the cab of the vehicle and one in the patient compartment.

Desktop docking stations for the tablet PCs are placed at each Hospital Emergency Department (ED) along with laser printers for printing patient care records. Some hospitals are requesting that we deliver

the PCR electronically but we are not able to do so at this time. Desktop docking stations are also used by QI and Technical Support personnel.

Dispatch System

The Dispatch system is Motorola Printrak. Dispatch data is transferred near real-time to a SQL Server 2005 database server. The existing ePCR messaging application monitors the UDT server for updates utilizing two SQL views. Updates are immediately sent to the appropriate tablet PCs via the Sprint air cards. Communication with the tablet PCs is controlled by an integrated message switch application. The message switch directs individual incident records to the appropriate tablet PC based on the Unit ID that is logged in on the tablet.

Each ALS unit utilizes a Zoll EKG/Cardiac monitor. The ePCR application on the tablet PC interfaces with the Zoll monitor to capture patient 12-Lead reports electronically as a permanent part of the ePCR. In addition, the ePCR client application interfaces with the Zoll Data Relay application to send patient 12-lead reports via email to the receiving hospital in advance of the patient's arrival. Currently the connection between the tablet PC and the Zoll monitor is a wired connection but we are working with our existing vendor to develop a Bluetooth (wireless) connection.

Quality Improvement (QI)/ Reporting

The existing ePCR server interface for C.A.R.E.S. reporting (Cardiac Arrest Registry to Enhance Survival) extracts filtered case data once daily, creating an XML file that is automatically submitted via email to the CARES host (Emory University Medical Center).

NFD Medical Director and staff, QI personnel, EMS Chiefs and Billing staff each perform reviews and/or updates of completed patient care records via a browser-based reporting interface that is integrated with the ePCR server application. Ad Hoc reporting is a critical part of the entire system.

Metro Data Network

The primary connectivity for the tablet PCs is the Sprint data network. The servers are accessible via a wide area network utilizing an ATM ring. Network servers are housed at the Metro Data Center. The server operating system is Windows Server 2003. Active Directory is implemented. The network protocol is TCP/IP.

Firewall/Security

Metro Nashville employs a Cisco-based firewall and virtual private network.

Support/Maintenance

The NFD Information Systems staff and Metro Information Technology Services Department (ITS) share support of computer operations, programming, telecommunications, and security and network services. Vendor support for the client and server hardware/software is provided in collaboration with NFD and ITS staff. NFD IS Staff serves as the primary point of contact with hardware and software vendors.

General System Requirements

- All aspects of the system must be compliant with the Health Insurance Portability and Accountability Act (HIPAA).
- The system must support the ability to capture and track all data elements necessary to generate patient care reports compliant with NEMSIS (Gold Level), Tennessee State Department of Health, C.A.R.E.S., the NFD Medical Director, the NFD Director-Chief, the NFD Paramedic/EMS Bureau Deputy Chief, and the Quality Improvement Coordinator.

- The recommended systems software must fully support the proposed application solution. The recommended software must be able to support all requirements specified in this document and should assume 5% annual growth in transaction volumes per year throughout the contract period. A contractual guarantee of configuration adequacy will be required.
- All elements of the system software must be presently installed in at least two paying customer locations and must have been in full operation for at least twelve months. See Tab VII, Customer Listing.
- The proposed system software must include user, reference and administrative documentation. Documentation should include a diagram of the proposed system configuration, including hardware, peripherals and network communications.
- The vendor must supply a recommended project schedule, including purchase, delivery, installation, and configuration timelines with clearly defined milestones for completion of each phase of the project. See Tab II, Business Plan
- Vendor must supply a detailed list of data elements required to be provided by Metro Nashville to properly configure the system.
- The vendor must whether the application source code is included in your proposal. A compiler or language processor for the source language in which the proposed application software is written must be included if the source code is included.
- The vendor must supply written instruction detailing necessary daily, weekly, and/or monthly maintenance requirements for the entire system, including data redundancy/continuity requirements.
- The System should be compatible with Metro's Firewall (Cisco) and able to operate and abide by Metro ITS security standards.
- Vendor must provide documentation of specialized experience, skills, and technical competence of the project manager and other staff who will be assigned to the project. Include resumes for all personnel who will be assigned to the project. See Tab VI, Key Personnel.
- Describe the software installation services to be provided with this proposal.
- Describe any specific preparation necessary to ensure success of the installation.
- Describe proposed system integrity features and procedures that will prevent loss of data.
- Describe plans for future software development and projected hardware requirements related to future development.
- Provide a copy of recommended Acceptance Test Plan. Provide specific objectives and detailed procedures for each objective. Estimate the amount of time required for testing.
- Describe vendor experience and approach to data conversion.
- Describe proposed data retention and archiving strategies.

Application Software Requirements-Client Interface

- A comprehensive field reporting interface is desired/required using data validation and call closing rules or audit criteria based on disposition factors, patient signs/symptoms, and findings.
- The ePCR software must allow paramedics to collect, reference, and communicate incident and patient information throughout the course of an EMS call at a patient's side, in real-time.
- Vendor must be willing to provide software and assistance to conduct a field trial of proposed Client application
- The client application / interface
 - must be compatible with Microsoft Windows XP Tablet (or later)
 - Must meet all HIPAA and Tennessee State patient confidentiality requirements.
 - Must be customizable to NFD requirements, including, but not limited to, data fields, formats and patient care flow required by NFD Medical Protocols.
 - Must allow definition of data elements that a responder must collect prior to closing a case
 - Must generate a 'To Do' list, an easy mechanism for Paramedics to edit and review required elements.
 - Must electronically capture Patient, Medic, and hospital receiving-staff signatures as a permanent part of the ePCR
 - Must support data entry via stylus/tablet pen. A keyboard/mouse should be supported but not required.
 - Must support attaching the 12-Lead (or Lead 2) EKG to the patient care record via serial and Bluetooth connections.
 - Must support automatic uploading of completed ePCR once record is closed (i.e., no user action should be required to send ePCRs to the server). In addition, updates from the Dispatch system should automatically be sent to the appropriate tablet without user action to initiate a connection to the server. The Medic should be notified that an update has been received and be given the option to accept or reject the update, or merge the update with the existing (open) ePCR.
 - Must support sending a perfect digital copy of a 12-Lead EKG from the field to any Davidson County Emergency Departments by email via a wireless connection
 - Should minimize manual data entry by providing drop-down lists where possible.
 - Unit status changes (times) should automatically populate the appropriate fields in the ePCR.
 - PCR should require identification of all crew members assigned to a Unit as well as the shift assignment and vehicle assignment.
 - Should provide the ability to generate an automatic narrative based on entries in other fields of the patient care report.

- It is preferred, but not required, that the client application or an attachable module provide mapping (automatic routing directions to calls) and Automatic Vehicle Location [AVL] (position reporting to administrators/dispatch)
- Once a call (ePCR) is “closed” on the tablet by the Paramedic it should not be editable by field personnel. However, the patient care record should be editable by supervisory or billing personnel via an administrative interface to the server.
- The client application must support printing a paper copy of the ePCR for hospital use. It should also provide an extract of the patient record (and a process to transfer it wirelessly) if a hospital Emergency Department requests a digital copy.
- Administrator must be able to push client-side updates of applications or operating system via the wireless connection.
- A partially-completed ePCR should be able to be transferred wirelessly from one tablet to another to facilitate transfer of patient care from one ALS Unit to another ALS Unit.
- Client application must provide a method to confirm to the user that a completed ePCR was successfully uploaded to the server for processing.
- Client interface must provide the ability to receive supplemental dispatch information with visual and audible alerts. User should have the ability to accept/merge data into the existing PCR, start a new ePCR or reject the update.
- Unit Status Change messages should be sent to the tablet to be merged with the ePCR. Possible Unit Status Categories are:
 - o Dispatch (DP)
 - o Enroute (ER)
 - o Arrive/On Scene (AR)
 - o Depart (T1)
 - o Arrive at Hospital (H1)
 - o In Service/Available (AV)
- Personnel must be able to manually create a new ePCR in the event of a communication failure.
- Client interface must provide access to NFD protocols as a reference for users.
- Completed ePCRs should be archived for a period of time on the tablet PC to allow for data recovery in the event an ePCR does not upload correctly in the database.

Administrative Application/Interface Requirements

- Vendor should specify minimum configuration required to support server application(s).
- Server Application(s) must be compatible with Windows Server 2003 or later and Microsoft SQL Server 2005 or later.
- Server software must be compatible with Metro-required anti-malware solution (Currently Trend Micro)
- Server software must be compatible with Metro required backup solution (Currently CommVault)

- Server software must be compatible with Microsoft Operations Manager (MOM)
- Vendor must agree to support, test, and assist with the addition of all Microsoft service packs and critical patches to server(s), as requested by NFD IS and Metro ITS
- The (backend) database should manage, analyze, and distribute the information evolving from each patient encounter via a browser-based interface
- The server application should provide a C.A.R.E.S.-compatible data extract in XML format which is automatically sent electronically to the receiving organization on a user-definable schedule. An appropriate interface is required to manage the extract process.
- The server application should provide an approved data extract to satisfy the Department's reporting requirements for the State of Tennessee. The vendor must work with the Tennessee Department of Health to obtain approval of the extract. An appropriate interface is required to manage the extract process.
- The reporting interface that is required must allow the data miner to select and/or filter, on an ad-hoc basis, ANY data field collected. No knowledge of Transact-SQL query language should be required. The Browser interface must be user-friendly and is preferred over third-party solutions such as Crystal Reports. A very broad array of report - filtering options is required.
- The administrative reporting interface(s) should provide a variety of users [Paramedics, dispatch personnel, operations administration, billing, quality improvement, educators, researchers, legal agents, medical direction, ER staff, and state and local agencies] with near real time access to data collected in field and uploaded to server.
- Use of the reporting interface(s) to the server should not impact performance of the client application on the tablet PCs. The server should be able to support a minimum of five (5) concurrent users of the reporting interface without significant performance degradation.
- The results from the reporting tools must be available for on-screen review, printing to a network printer, export to third-party applications such as Excel, or forwarding via email or FTP (file transfer protocol).
- User should be able to set a schedule for automatically running queries/reports at specified intervals. Automatically-generated reports/query result tables should be available electronically (such as a file saved to a specific location, a hard-copy, or sent via email to a specified recipient).
- Describe online help, field descriptors, and other user assistance provided by the Administrative interface(s).
- It is desired for Supervisors and QI personnel to be able to censor HIPAA-protected patient data from PCRs to facilitate QI activities.
- System should provide an audit trail of ePCRs received by the server. The log should include incident numbers, alarm dates, and other data as required by NFD Billing personnel to facilitate reconciliation.
- Uploaded ePCRs should be archived for a period of time (specified by Customer) to allow for data recovery in the event an ePCR does not merge correctly in the database.

Billing Activities and Requirements

- The existing ePCR server application extracts patient billing data once daily, creating an XML file that is automatically emailed to a third-party billing company for processing.
- The server application should provide a billing extract in an approved format (such as XML) that seamlessly integrates with Metro Nashville's chosen billing agency/application. The extract must send the billing data electronically to the receiving organization on a user-definable schedule. An appropriate interface is required to manage the extract process.
- The proposed system should provide a means of reconciling Incident numbers created by the Dispatch system with a list of incident numbers for ePCRs that have been uploaded to the server database.
- The proposed system should provide an audit trail of ePCRs submitted through the Billing Interface. The log should include incident numbers, alarm dates, and other data as required by NFD Billing personnel.
- Vendors submitting proposals should include a list of interfaces they have already developed with existing software billing systems.

Training Requirements

- Describe your overall user training approach
- Identify all software training included in this proposal, including appropriate categories of attendees.
- Identify total number of training hours included in this proposal
- Identify location of proposed training – (i.e., on-site or off-site)
- Identify optional training available but not included in this proposal, including costs

Server Hardware Requirements

- Central Processor Configuration: The vendor must recommend the minimum server hardware configuration to handle the applications identified in this requirements document, and to accommodate the recommended client hardware accessing the system. The server hardware recommendation must include all necessary controllers, adapters, interfaces, cables, etc., required for your proposed configuration. Vendor must also indicate maximum user capacity of proposed hardware solution.

Client Hardware Requirements

- The vendor must recommend minimum client hardware configuration to handle the applications identified in this requirements document, and to accommodate the recommended client hardware accessing the system. The server hardware recommendation must include all necessary controllers, adapters, interfaces, cables, etc., required for your proposed configuration.

Network Communications Requirements

- The vendor must specify the recommended minimum required wireless communications capability between clients and server(s).

- Host Connectivity: Specify all network requirements to support the proposed ePCR system
- The client application should be capable of electronically sending each patient care record to the database at the conclusion of the call via any wired or wireless interface – i.e., Ethernet, 802.11x, any commercial cellular carrier or the Motorola Type III Digital Metropolitan Government of Nashville and Davidson County radio system
- Dispatch information from CAD should initially be pushed to the appropriate unit via the cellular wireless system and updated automatically as the dispatcher makes changes to the call information
- It is desired that the message server have the ability to monitor communications to the tablet PCs and notify the administrator in the event that communication is lost to particular tablets.
- It is required that the message server be able to re-establish communication with the tablets once network outages are resolved.
- It is required that the client application on the tablet have the ability to notify field users whether or not the tablet is communicating with the message server.
- It is required that tablet PCs synchronize time settings with the message server.

Printers

- The proposed system should allow for printing, by job, to the following
 - o printer locally attached to tablet (at the hospital Emergency Departments)
 - o networked printer – for printing from reporting interface(s)
- The proposed system should allow for printing of any displayed screen to a networked printer or a locally-attached printer.
- The proposed system should support Windows-based printing.

Security

- The system must include a comprehensive security system which allows for detailed control of user access to all modules of the system.
- The Administrative interface must include a comprehensive security system that will restrict user access to only those functions designated by the system manager
- The system must require both an ID and password for a user to gain access to the system.
- It is desirable to have the ability to require password resets at specified time intervals.
- Describe proposed system integrity features and procedures to prevent unauthorized access.
- What are the system's capabilities to detect and log unauthorized access attempts?

Ad-Hoc Reporting Requirements

- The system should provide the ability to produce a list of ePCRs reviewed by QI personnel.

- The Ad Hoc reporting interface should include the ability to use Boolean operators (e.g., and/or) and wild cards.
- The system should maintain a complete audit trail of changes to records.
- Data selection for ad-hoc reports should be user-defined and restricted by user's security access.

Documentation

- The vendor will supply two (2) printed and one (1) electronic copy of all installation, service, operation and user manuals including as-built and configuration information for the system.
- The vendor must give Customer the right to reproduce user documentation as needed.
- The vendor must supply written instruction detailing necessary daily, weekly and monthly administrative maintenance requirements.
- The vendor must supply specific written instructions for Help Desk or Technical Support communications to report and correct problems with the software provided in the proposal.
- The vendor must supply written documentation detailing all site-specific customizations to the system including data loaded by the vendor.
- The vendor must supply written license and warranty information for the software provided in the submitted proposal.
- The vendor must supply detailed instructions for system integrity procedures including:
 - o System backup
 - o Database backup
 - o Partial restore
 - o Full restore
 - o Indexing
 - o Database rebuilds

Warranty

- The manufacturer shall support the software utilized in the system for a period of not less than 5 years after manufacture. Support shall include software maintenance, including security and bug fixes.
- Warranty should start with completion of Acceptance Testing.
- List any exceptions or limitations to your proposed warranty/maintenance services for the hardware and software as indicated within the matrix.
- Provide proposed enhancement schedule.

Support

- The vendor shall provide on-going maintenance services for as long as the department elects to renew the maintenance agreement. Such services include:

- o Toll-free telephone consulting on the use of the system and assistance in error isolation and correction;
- o Prompt investigation and resolution of any errors, defects or other problems reported to vendor;
- o Updates to the system as they become available
- Vendor should provide with this proposal the days/hours of warranty coverage
- Vendor should provide either a toll-free phone number for support or an email address dedicated for use by NFD to report support requests.
- Describe support strategy with this proposal.

Site Configuration

- The vendor shall assist the Department in the configuration of the database with department data including staff information, dispatch codes, protocols, call-closing rules, and other required data, as needed.
- The vendor shall configure the system for correct data security.

D) Inquiries

Direct questions related to this RFP to David Friedlander and submit such questions in writing. Include the RFP number, page, and paragraph number for each question. Questions submitted prior to the pre-proposal conference will be addressed during the meeting. The deadline for questions to be submitted after the pre-proposal conference is **Tuesday, February 17, 2009 at 3PM.**

If you mail the questions to the Division of Purchases, do not place the RFP number on the outside of the envelope containing questions, as it may be improperly identified as an envelope with a sealed proposal and may not be opened until after the official RFP due date.

Send all questions by fax or e-mail to David Friedlander at the Division of Purchases, by fax at (615) 862-6179 or via email at david.friedlander@nashville.gov. Offerors must clearly understand that the only official answer or position of the government will be the one stated in writing. For general questions, call (615) 880-2783.

E) Method of Source Selection

Metro is using the Competitive Sealed Proposals method of source selection, as authorized by Section 4.12.040 of the Metropolitan Procurement Code, for this procurement.

Award(s), if made, will be made to the **Responsive** and **Responsible** Offeror(s) whose proposal is most advantageous to Metro, taking into consideration price and the other factors set forth in this Request for Proposal (RFP). Metro will not use any other factors or criteria in the evaluation of proposals received.

Metro may, as it deems necessary, conduct discussions with **Responsive** and **Responsible** 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.

F) Pre-Proposal Conference

A Pre-Proposal Conference will be held on **Friday, February 13, 2009 at 10AM** in Metro's **Bill Whitson's Purchasing Training Room, Room #601**, at 222 Third Avenue North, Nashville, TN 37201. Metro urges all prospective offerors to attend. The purpose of the pre-proposal conference is to allow an open forum for discussion and asking questions regarding the RFP with all prospective proposers having an equal opportunity to hear and participate.

Contractors must clearly understand that the only official answer or position of the Metropolitan Government will be the one stated in writing. Additionally, this same information will be available for view and/or download from The Department's website: www.nashville.gov, and be located on the Bidding Opportunities Bulletin ("BOB").

G) Minimum (general) criteria Metro will use to determine if proposal is "Responsive"

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

H) Minimum (general) criteria Metro will use to determine if proposal is "Responsible"

- Does the Offeror demonstrate an understanding of Metro's needs and proposed approach to the project?
- Does the Offeror possess the ability, capacity, skill, and financial resources to provide the service?
- Can the respondent take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes timely?
- Does the Offeror have the character, integrity, reputation, judgment, experience, and efficiency required by the contract?
- Has the Offeror performed satisfactorily in previous contracts of similar size and scope; or, if the prime contractor has not performed a contract of similar size and scope, has it (and/or its team members) otherwise demonstrated its capability to perform the contract Metro seeks to establish through this RFP?
- Does the Offeror propose to perform the work at a fair and reasonable cost?

I) Projected Timetable

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

Event Description	Target Date(s)
Request for Proposal Issued	01/30/09
Pre-Proposal Conference	02/13/09
Deadline for Receipt of Questions (by 3PM)	02/17/09
Amendment/Response to Questions Issued	02/19/09
Proposals Due	03/06/09
Procurement Non-Discrimination Program Review	ASAP
Evaluation of Criteria Begins	ASAP
Complete Evaluation of Proposals (Short List)	ASAP
Complete Contract Negotiations/Execute Contract	ASAP

2) Constraints on the Contractor

All work to be performed under this contract shall be under the direction of Metro Government and provided at times convenient to Metro operations. Vendor employees may be required to submit to background checks in order to work in secured areas of Metro Government. These costs will be paid by the contractor.

Upon issuance of a contract, contractor will work with Metro personnel to determine timetable for cut-over. All costs associated with cut-over and /or switching providers shall be the responsibility of the contractor. This includes PIC charges.

3) Contractor Personnel Requirements

The Contractor shall have a written contract with any subcontractor prior to their use to deliver services under this contract. All services and liability for any work completed by any subcontractor is the sole responsibility of the contractor. Upon issuance of contract, contractor will work with Metro personnel to determine timetables for implementation.

Contractor shall work with Representatives of Metro to develop a comprehensive plan to ensure the completion of a successful implementation of this project.

Contractor's personnel must have successfully provided the services requested by this RFP. They must also have the leadership, management, technical, and other skills that will enable them to work with Metro in fulfilling the requirements of this RFP.

The contractor shall provide a project manager as a single point of contact for Metro. A detailed resume for this contact person shall be submitted as part of the proposal. In the event the offeror's project manager is unresponsive, unprofessional, or otherwise not fulfilling his/her duties to the satisfaction of Metro, Metro reserves the right to request a new project manager be appointed.

The Contractor shall have adequate staff to complete the project in the timeframe specified. The Contractor shall provide, within the proposal, a professional resume for each staff member designated to work on the project that detail past experience on similar projects. In addition, the Contractor shall notify Metro if additional personnel, not approved as part of the original contract, are assigned to the project.

a) Americans with Disabilities Act ("ADA")

The contractor will insure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability. If a public kiosk was used, it would be required to be accessible, with a screen reader for the blind and voice activation for individuals with manual dexterity issues.

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

4) Contractor Responsibilities

The successful proposer must have a minimum of five years experience in providing similar services as outlined in this RFP. Travel and expenses for this contract shall be conducted in accordance with Metro's travel regulations. The contractor will provide subject matter experts to support the implementation as

determined by the RFP and the attached contract for goods and /or services and be under the direction of the Government's Project Manager.

5) Metro Departmental Responsibilities

The Government shall provide a dedicated Project Manager as point of contact, executive support for the project, clearly defined process owners and technical infrastructure and staffing to support the project. Additionally, Metro will provide Departmental account numbers to be used when invoicing.

6) Delivery Dates and Exclusions

Any delivery dates and/or exclusions shall be duly noted in vendors RFP submission and clearly defined in the resulting contract with Metro.

7) Metro's Right to Inspect

Metro shall have the right to inspect any facility or project site where the services performed under the resultant contract are performed.

8) Terms and Conditions of Contract for RFP Goods and/or Services

A contract resulting from this RFP shall be subject to the terms and conditions set forth in the attached Contract. As part of the contract, Metro and the successful vendor will execute a detailed Scope of Work, including a timeline for implementation and training, specific milestones for testing and acceptance, and a payment schedule for the term of the contract.

9) Procurement Non-Discrimination Program Requirements.

A) The consideration and contact of minority-owned and/or woman-owned business enterprises (MWBE) with a significant presence in the Nashville MSA is required for a Responsive offer

Metro's Business Assistance Office (BAO) will provide a listing of known Metro registered and certified MWBE firms. You are encouraged to reach out and develop additional MWBE firms for inclusion in your offer but they must be registered online with Metro prior to the proposal time and date. Certification is required by the time of the proposal due date.

B) The provision of the following items as part of the proposal package is a minimum requirement for a responsive proposal:

A. Covenant of Nondiscrimination

Your firm has committed to the Covenant of Nondiscrimination when registering with Metro to do business. To review this document, go to Nashville.gov and visit the Procurement or Business Assistance web pages (it is NOT necessary to resubmit this with each proposal).

B. Statement of Interested, Notified, Bid Amount, and Successful MWBEs Selected.

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

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

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

D. Registration and Certification.

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

10) Assistance to Small Businesses as Subcontractors and Suppliers

A) Incentive for Small Business Participation

Metro provides an incentive to Proposers to maximize the usage of small businesses in the performance of the contract. In the evaluation of proposals, Metro rewards Proposers for committing to use small businesses as subcontractors by considering the minimum percentage of total contract dollars of committed small business subcontractor participation. In addition, if the Proposer is a small business, Metro rewards the Proposer for the amount of work it commits to self perform.

A total of 10 points will be assigned to the proposer with the largest percentage of small business participation (having met the minimum requirement level) and points will be prorated to rest based on their respective participation levels. The minimum requirement level is no more than 1 point granted for each 1% of total contract value for small business utilized (maximum of 10 points).

However, if the largest proposer of small businesses proposes participation at 20% of the total contract value, they would receive 10 points and the one proposing participation at 10% of the total contract value would receive only 5 points.

B) Assistance in Locating Small Businesses

Proposers who desire assistance in locating potential small business subcontractors and suppliers are encouraged to contact John Irvin, Metro's Small/Minority Business Liaison at (615) 862-5461.

C) Definition of Small Business

A "small business" means a United States business which is independently owned and operated and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field. In addition, in order to qualify as a small business for purposes of this RFP, a business must meet the standards set forth in Metro's Small Business Standards included as an Exhibit to this RFP.

D) Documentation Requirements

Proposer must complete the *List of Proposed Small Businesses* Exhibit to this RFP and submit the Exhibit with the Proposal to make a commitment to use subcontractors that claim small business status. Changes to the list of proposed small businesses must be submitted in writing and approved in advance by Metro. Proposer must confirm that any small businesses to be included in its proposal meet the small business standards set forth by Metro. Proposer shall likewise notify its proposed small businesses that Metro requires 1) that the subcontractor be registered to do business with Metro, and 2) have been approved as a small business through the submission to Metro of documentation to confirm small business status including a copy of their two most recently submitted business tax returns as well as IRS form 941-Employer's Quarterly federal tax return. This information will be reviewed by Metro and used to confirm the small business status. Small business status must be approved by Metro **prior** to proposal submission. **While Metro commits to having documents reviewed and status granted as quickly as**

possible after the receipt of the necessary documentation, to be safe, documents should be submitted no later than four days before the bid/proposal is due to allow time for status to be granted.

E) Progress Payments to the Contractor

As a condition of progress payments to the contractor, Metro will require that Contractor submit evidence of participation of and Contractor's payment to all small businesses participating in any resultant Contract. This evidence shall be submitted with each invoice and shall include copies of subcontracts, subcontractors' applications for payment, subcontractors' certified payrolls, and proof of payment to small business subcontractors; and purchase orders, Invoices, and proof of payment to small business suppliers.

F) Metro Remedies for Misrepresentation

If, during the course of the Contract, Contractor fails to maintain the level of small business participation committed to in the Contractor's Proposal, or if any material representation made in Contractor's proposal concerning the small business status of any Subcontractor or Contractor's involvement in the ownership, operation or management of any subcontractor claiming status as a small business is shown to be false. Metro may, at its sole option and in addition to any other remedies available under the Contract, at law or in equity, terminate the Contract. Further, in the event that Metro terminates the contract, the Contractor shall pay Metro's full reprocurement costs, including, without limitation, any costs associated with reprocurement delays. Metro will institute debarment proceedings against any Proposer that misrepresents in a proposal any material fact concerning the small business status of itself or any subcontractor or Proposer's involvement in the ownership, operation or management of any subcontractor claiming status as a small business. In addition, Metro may, at its sole discretion, assess a charge representing the cost of all audit and legal time and expense incurred by Metro as a result of the Contractor's failure to maintain the level of small business participation committed to in the Contractor's proposal.

11) Instructions for Proposal

Open Access to Procurement Documents

Metro is governed by the Tennessee Open Records Act, **TITLE 10, CHAPTER 7, PART 5**, a public information law, which permits access to all procurement records and documents. All information submitted in response to this RFP becomes Metro property and shall become public record upon completion of the evaluation. Proposers should not submit confidential or proprietary information with their proposal. Your proposal may be rejected as being non-responsive.

A) Compliance with the RFP

Proposals must be in strict compliance with this Request for Proposals. Failure to comply with all provisions of the RFP may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for the proposal. Offeror also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, Metro may rescind its acceptance of the Offeror's proposal. The insurance requirements are attached.

C) Delivery of Proposals

All proposals are to be delivered before **Friday, March 6, 2009 at 3:00 p.m.**, Nashville local time on to:

Metropolitan Government of Nashville and Davidson County
Division of Purchases
David Friedlander, Contract Specialist
222 Third Avenue North, Suite 601
Nashville, TN 37201

Metro will not accept any proposals received after 3:00 P.M. and shall return such late proposals to the Offeror.

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

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

List the Proposal Number on the outside of the box or envelope and note “Request for Proposal enclosed.”

D) Evaluation of Proposals (Procedure)

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

The evaluation committee shall then score all proposals based upon the evaluation factors detailed herein. Upon completion of the scoring, the committee may recommend short listing the proposals that are potentially acceptable and acceptable.

The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, Metro may request presentations by Offerors, carry out contract negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short listed proposers.

Metro reserves the right to contact any and all references to obtain, without limitation, information regarding the Offeror's performance on previous projects. A uniform sample of references will be checked for each short-listed offeror.

The Metro Purchasing Department reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the Metro Purchasing Department or a submission of a proposal to the Metro Purchasing Department offers no rights upon the Offeror nor obligates the Metropolitan Government of Nashville-Davidson County in any manner.

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

In order to complete the evaluation process faster, list the name, address, phone number, fax number, and email address of the person capable of answering any questions that may arise during the evaluation process.

(Please Print or Type)

Company Name: _____

Attention: _____

Address: _____

City/ST/Zip: _____

Phone: _____

Fax: _____

Email: _____

E) Ambiguity, Conflict, or Other Errors in the RFP

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

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

F) Proposals and Presentation Costs

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

G) Rejection of Proposals

The Purchasing Agent reserves the right to accept or reject in whole or in part any or all proposals submitted. The Purchasing Agent shall reject the proposal of any Offeror that is determined to be non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

H) Acceptance of Proposals

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

I) Requests for Clarification of Proposals

Requests by the Purchasing Agent for clarification of proposals shall be in writing. Said requests shall not alter the vendor's pricing information contained in its cost proposal.

J) Validity of Proposals

All proposals shall be valid for a period of ninety (90) days from the opening date of the Request for Proposal.

K) Response Format

The items listed below shall be submitted with each proposal and should be submitted in the order shown. A Table of Contents shall be included. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by an offeror to include all listed items may result in the rejection of its proposal.

- **Tab I, Management Summary**

Provide a cover letter indicating the underlying philosophy of your firm in providing the service. The letter must be signed by a person who is authorized to commit the offer's organization to perform the work included in the proposal and shall identify all materials and enclosures being forwarded in response to the RFP. The letter shall include the Proposer's contact information:

Primary and Secondary Point of Contact name
Address, City, State, Zip
e-mail
phone
fax

- **Tab II, Business Plan**

- 1) Provide a full and complete description of the service being offered.
- 2) Give a description of the proposed contract team, and the role to be played by each member of the proposed team. Describe the proposed team organizational structure, interrelationships, and interactions.
- 3) Provide a detailed implementation plan which should include any assumptions, constraints or required Metro resources. What is the committed start date?
- 4) Provide a detailed transition plan for cutover and assuming contracted responsibilities from the previous contractor.
- 5) Describe the software installation services to be provided with this proposal.
- 6) Describe any specific preparation necessary to ensure success of the installation.
- 7) Describe proposed system integrity features and procedures that will prevent loss of data.
- 8) Describe plans for future software development and projected hardware requirements related to future development.
- 9) Describe your disaster recovery/business continuity procedure for handling service restoration during an emergency situation, such as the type of outage caused by the 1998 tornado in Nashville. How would we work with your personnel to prioritize restoration to affected Metro public safety locations or personnel?
- 10) Describe your overall user training approach
- 11) Identify all software training included in this proposal, including appropriate categories of attendees.
- 12) Identify total number of training hours included in this proposal

13) Identify location of proposed training – (i.e., on-site or off-site)

14) Identify optional training available but not included in this proposal, including costs

- **Tab III, Compensation and Cost Data**

	First Year Cost	Total Five Year Cost
Software Licensing Fees		
Please break down cost by however you charge, example: device, processor, user; etc.		
Software costs - Unlimited Users		
Upgrade costs		
Training - per person		
Onsite?		
At vendor location?		
How many days does training include?		
Does training include certification?		
Implementation		
Over the phone?		
Onsite?		
How many technicians involved?		
How many days?		
Software Maintenance		
What does maintenance cover/include?		
Will we have a dedicated resource?		
Software Support		
Telephone		
Onsite		
Software upgrade		
After hours if support is not 24x7		
Is there a call ticket limit?		
Shipping		
Any other Indirect costs not listed		
Please Itemize		
TOTAL COST OF OWNERSHIP		

- **Tab IV – Technical Specifications**

Vendors must reply to all line items with the following responses in the Vendor Response Column

4 = Standard Functionality

3 = Some modification to application at no cost

2 = Significant Customization with cost

1 = Third Party Software provides functionality

0 = Functionality not provided

SC = See comment

Yes/No – if applicable

The page reference column is for the location of your comments/response in your proposal.

General System Requirements	Vendor Response	Page Reference
1) All aspects of the system must be compliant with the Health Insurance Portability and Accountability Act (HIPAA) and all HIPAA and Tennessee State patient confidentiality requirements.		
2) The system must support the ability to capture and track all data elements necessary to generate patient care reports compliant with NEMSIS (Gold Level), Tennessee State Department of Health, C.A.R.E.S., the NFD Medical Director, the NFD Director-Chief, the NFD Paramedic/EMS Bureau Deputy Chief, and the Quality Improvement Coordinator.		
3) Support of the Proposed Application Software: The recommended systems software must fully support the proposed application solution. The recommended product must be able to support all requirements specified in this requirements document and should assume 5% annual growth in transaction volumes per year throughout the contract period. A contractual guarantee of configuration adequacy will be required.		
4) Documentation: Proposed system software must include user, reference and administrative documentation. Documentation should include a diagram of the proposed system configuration, including hardware, peripherals and network communications.		
5) Vendor must supply a detailed list of data elements required to be provided by Metro Nashville to properly configure the system.		
6) Compiler/Language Processor: Please indicate whether application source code is included in your proposal. A compiler or language processor for the source language in which the proposed application software is written must be included if the source code is included.		
7) The vendor must supply written instruction detailing necessary daily, weekly, and/or monthly maintenance requirements for the entire system, including data redundancy/continuity requirements.		
8) The vendor must supply written instructions for contacting and working with the vendor to report and correct problems with the software provided by the vendor.		
9) The vendor must supply written license and warranty information for the software provided by the vendor.		
10) The proposed software must be compatible with Metro's Firewall (Cisco) and be able to operate and abide by Metro ITS security standards.		
11) Vendor must provide documentation of specialized experience, skills, and technical competence of the project manager and other staff who will be assigned to the project. Include resumes for all personnel who will be assigned to the project.		

12) Vendor must provide a copy of recommended Acceptance Test Plan. Provide specific objectives and detailed procedures for each objective. Estimate the amount of time required for testing		
<u>Application Software Requirements – Client Interface</u>		
13) A comprehensive field reporting interface is desired/required using data validation and call closing rules or audit criteria based on disposition factors, patient signs/symptoms, and findings.		
14) The ePCR software must allow paramedics to collect, reference, and communicate incident and patient information throughout the course of an EMS call at a patient's side, in real-time		
15) Vendor must be willing to provide software and assistance to conduct a field trial of proposed Client application		
16) The client application / interface must be compatible with Microsoft Windows XP Tablet (or later)		
17) The client application/interface must be customizable to NFD requirements, including, but not limited to, data fields, formats and patient care flow required by NFD Medical Protocols.		
18) The client application/interface must allow definition of data elements that a responder must collect prior to closing a case.		
19) The client application/interface must be able to generate a 'To Do' list, an easy mechanism for Paramedics to edit and review required elements.		
20) The client application/interface must be able to electronically capture Patient, Medic, and hospital receiving-staff signatures as a permanent part of the ePCR.		
21) The client application/interface must support data entry via stylus/tablet pen. A keyboard/mouse should be supported but not required.		
22) The client application/interface must support attaching the 12-Lead (or Lead 2) EKG to the patient care record via serial and Bluetooth connections.		
23) The client application/interface must be support automatic uploading of completed ePCR once record is closed (i.e., no user action should be required to send ePCRs to the server). In addition, updates from the Dispatch system should automatically be sent to the appropriate tablet without user action to initiate a connection to the server. The Medic should be notified that an update has been received and be given the option to accept or reject the update, or merge the update with the existing (open) ePCR.		
24) The client application/interface must support sending a perfect digital copy of a 12-Lead EKG from the field to any Davidson County Emergency Departments by email via a wireless connection.		

25) The client application/interface should minimize manual data entry by providing drop-down lists where possible.		
26) Unit status changes (times) should automatically populate the appropriate fields in the ePCR.		
27) PCR should require identification of all crew members assigned to a Unit as well as the shift assignment and vehicle assignment.		
28) The client application interface should provide the ability to generate an automatic narrative based on entries in other fields of the patient care report.		
29) It is preferred, but not required, that the client application or an attachable module provide mapping (automatic routing directions to calls) and Automatic Vehicle Location [AVL] (position reporting to administrators/dispatch)		
30) Once a call (ePCR) is “closed” on the tablet by the Paramedic it should not be editable by field personnel. However, the patient care record should be editable by supervisory or billing personnel via an administrative interface to the server.		
31) The client application must support printing a paper copy of the ePCR for hospital use. It should also provide an extract of the patient record (and a process to transfer it wirelessly) if a hospital Emergency Department requests a digital copy.		
32) System Administrator must be able to push client-side updates of applications or operating system via the wireless connection.		
33) A partially-completed ePCR should be able to be transferred wirelessly from one tablet to another to facilitate transfer of patient care from one ALS Unit to another ALS Unit.		
34) Client application must provide a method to confirm to the user that a completed ePCR was successfully uploaded to the server for processing.		
35) Client interface must provide the ability to receive supplemental dispatch information with visual and audible alerts. User should have the ability to accept/merge data into the existing PCR, start a new ePCR or reject the update.		
36) Unit Status Change messages should be sent to the tablet to be merged with the ePCR. Possible Unit Status Categories are: a. Dispatch (DP) b. Enroute (ER) c. Arrive/On Scene (AR) d. Depart (T1) e. Arrive at Hospital (H1) f. In Service/Available (AV)		
37) Personnel must be able to manually create a new ePCR in the event of a communication failure.		

38) Client interface must provide access to NFD protocols as a reference for users.		
39) Completed ePCRs should be archived for a period of time on the tablet PC to allow for data recovery in the event an ePCR does not upload correctly in the database.		
<u>Administrative Application/Interface Requirements</u>		
40) Vendor must specify minimum configuration required to support server application(s).		
41) Server Application(s) must be compatible with Windows Server 2003 or later and Microsoft SQL Server 2005 or later.		
42) Server software must be compatible with Metro-required anti-malware solution (Currently Trend Micro)		
43) Server software must be compatible with Metro required backup solution (Currently CommVault)		
44) Server software must be compatible with Microsoft Operations Manager (MOM)		
45) Vendor must agree to support, test, and assist with the addition of all Microsoft service packs and critical patches to server(s), as requested by NFD IS and Metro ITS		
46) The (backend) database should manage, analyze, and distribute the information evolving from each patient encounter via a browser-based interface		
47) The server application should provide a C.A.R.E.S.-compatible data extract in XML format which is automatically sent electronically to the receiving organization on a user-definable schedule. An appropriate interface is required to manage the extract process.		
48) The server application should provide an approved data extract to satisfy the Department's reporting requirements for the State of Tennessee. The vendor must work with the Tennessee Department of Health to obtain approval of the extract. An appropriate interface is required to manage the extract process.		
49) The reporting interface that is required must allow the data miner to select and/or filter, on an ad-hoc basis, ANY data field collected. No knowledge of Transact-SQL query language should be required. The Browser interface must be user-friendly and is preferred over third-party solutions such as Crystal Reports. A very broad array of report - filtering options is required.		
50) The administrative reporting interface(s) should provide a variety of users [Paramedics, dispatch personnel, operations administration, billing, quality improvement, educators, researchers, legal agents, medical direction, ER staff, and state and local agencies] with near real time access to data collected in field and uploaded to server.		
51) Use of the reporting interface(s) to the server should not impact performance of the client application on the tablet PCs. The server should be able to support a minimum of five (5) concurrent users of the reporting interface without significant performance degradation.		

52) The results from the reporting tools must be available for on-screen review, printing to a network printer, export to third-party applications such as Excel, or forwarding via email or FTP (file transfer protocol).		
53) User should be able to set a schedule for automatically running queries/reports at specified intervals. Automatically-generated reports/query result tables should be available electronically (such as a file saved to a specific location, a hard-copy, or sent via email to a specified recipient).		
54) Describe online help, field descriptors, and other user assistance provided by the Administrative interface(s)		
55) It is desired for Supervisors and QI personnel to be able to censor HIPAA-protected patient data from PCRs to facilitate QI activities		
56) System should provide an audit trail of ePCRs received by the server. The log should include incident numbers, alarm dates, and other data as required by NFD Billing personnel to facilitate reconciliation.		
57) Uploaded ePCRs should be archived for a period of time (specified by Customer) to allow for data recovery in the event an ePCR does not merge correctly in the database.		
<u>Billing Activities and Requirements</u>		
58) The existing ePCR server application extracts patient billing data once daily, creating an XML file that is automatically emailed to a third-party billing company for processing. Vendors need to confirm that their application can provide this functionality.		
59) The server application should provide a billing extract in an approved format (such as XML) that seamlessly integrates with Metro Nashville's chosen billing agency/application. The extract must send the billing data electronically to the receiving organization on a user-definable schedule. An appropriate interface is required to manage the extract process.		
60) The proposed system should provide a means of reconciling Incident numbers created by the Dispatch system with a list of incident numbers for ePCRs that have been uploaded to the server database.		
61) The proposed system should provide an audit trail of ePCRs submitted through the Billing Interface. The log should include incident numbers, alarm dates, and other data as required by NFD Billing personnel.		
62) Vendors submitting proposals should include a list of interfaces they have already developed with existing software billing systems.		
<u>Server Hardware Requirements</u>		

63) Vendors must provide recommended minimum server hardware configuration to handle the applications identified in this requirements document, and to accommodate the recommended client hardware accessing the system. The server hardware recommendation must include all necessary controllers, adapters, interfaces, cables, etc., required for your proposed configuration. Vendor must also indicate maximum user capacity of proposed hardware solution.		
<u>Client Hardware Requirements</u>		
64) Vendors must provide minimum client hardware configuration to handle the applications identified in this requirements document, and to accommodate the recommended client hardware accessing the system. The server hardware recommendation must include all necessary controllers, adapters, interfaces, cables, etc., required for your proposed configuration.		
<u>Network Communication Requirements</u>		
65) Communications Software and Hardware: Specify recommended minimum required wireless communications capability between clients and server(s).		
66) Host Connectivity: Specify all network requirements to support the proposed ePCR system		
67) The client application should be capable of electronically sending each patient care record to the database at the conclusion of the call via any wired or wireless interface – i.e., Ethernet, 802.11x, any commercial cellular carrier or the Motorola Type III Digital Metropolitan Government of Nashville and Davidson County radio system		
68) Dispatch information from CAD should initially be pushed to the appropriate unit via the cellular wireless system and updated automatically as the dispatcher makes changes to the call information		
69) It is desired that the message server have the ability to monitor communications to the tablet PCs and notify the administrator in the event that communication is lost to particular tablets.		
70) It is required that the message server be able to re-establish communication with the tablets once network outages are resolved.		
71) It is required that the client application on the tablet have the ability to notify field users whether or not the tablet is communicating with the message server.		
72) It is required that tablet PCs synchronize time settings with the message server.		
<u>Printers</u>		
73) The proposed system should allow for printing, by job, to the following a. printer locally attached to tablet (at the hospital Emergency Departments) b. networked printer – for printing from reporting interface(s)		

74) The proposed system should allow for printing of any displayed screen to a networked printer or a locally-attached printer.		
75) The proposed system should support Windows-based printing.		
76) Security		
77) The system must include a comprehensive security system which allows for detailed control of user access to all modules of the system.		
78) The Administrative interface must include a comprehensive security system that will restrict user access to only those functions designated by the system manager		
79) The system must require both an ID and password for a user to gain access to the system.		
80) It is desirable to have the ability to require password resets at specified time intervals.		
81) Describe proposed system integrity features and procedures to prevent unauthorized access.		
82) Does the system have the system's capabilities to detect and log unauthorized access attempts? Please describe.		
Ad-Hoc Reporting Requirements		
83) The system should provide the ability to produce a list of ePCRs reviewed by QI personnel.		
84) The Ad Hoc reporting interface should include the ability to use Boolean operators (e.g., and/or) and wild cards.		
85) The system should maintain a complete audit trail of changes to records.		
86) Data selection for ad-hoc reports should be user-defined and restricted by user's security access.		
Documentation		
87) The vendor will supply two (2) printed and one (1) electronic copy of all installation, service, operation and user manuals including as-built and configuration information for the system.		
88) The vendor must give Customer the right to reproduce user documentation as needed.		
89) The vendor must supply written instruction detailing necessary daily, weekly and monthly administrative maintenance requirements.		
90) The vendor must supply written instructions for contacting and working with the vendor to report and correct problems with the software provided by the vendor.		
91) The vendor must supply written documentation detailing all site-specific customizations to the system including data loaded by the vendor.		
92) The vendor must supply written license and warranty information for the software provided in the submitted proposal.		

93) The vendor must supply detailed instructions for system integrity procedures including: a. System backup b. Database backup c. Partial restore d. Full restore e. Indexing f. Database rebuilds		
<u>Warranty</u>		
94) The manufacturer shall support the software utilized in the system for a period of not less than 5 years after manufacture. Support shall include software maintenance, including security and bug fixes.		
95) The vendor must agree to the Warranty starting with completion of Acceptance Testing.		
96) Vendor shall list any exceptions or limitations to proposed warranty/maintenance services for the software as indicated within the matrix.		
97) Provide proposed enhancement schedule.		
<u>Support</u>		
98) The vendor shall provide on-going maintenance services for as long as the department elects to renew the maintenance agreement. Such services include: a. Toll-free telephone consulting on the use of the system and assistance in error isolation and correction; b. Prompt investigation and resolution of any errors, defects or other problems reported to vendor; c. Updates to the system as they become available		
99) Vendor must provide with this proposal the days/hours of warranty coverage		
100) Vendor has the ability to provide either a toll-free phone number for support or an email address dedicated for use by NFD to report support requests.		
101) Describe the support strategy with this proposal.		
<u>Site Configuration and Installation</u>		
102) The vendor shall assist the NFD in the configuration of the database with department data including staff information, dispatch codes, protocols, call-closing rules, and other required data, as needed.		
103) The vendor shall configure the system for correct data security.		

• **Tab V, Corporate Experience and Capacity**

- 1) Provide as an attachment any additional information not requested in the Company Information table below that document your firm's qualifications to produce the required outcomes, including its ability, capacity, skill, and financial strength.
- 2) Provide all current partnerships, memberships, or alliances involving your company related to the sale, distribution, or development of hardware, software, telecommunications products or services, data communications products or services, or any other pertinent affiliations.

- 3) Provide information that documents your firm and subcontractors' qualifications to produce the required outcomes, including its ability, capacity, skill, financial strength, and number of years of experience in providing the required services.

Financial Documentation:

All submissions must include documentation of financial responsibility and stability. Documents must include:

- A current written bank reference, in the form of a standard business letter, indicating the proposer's business relationship is in positive standing AND
- A current written credit reference, in the form of a standard business letter, from a vendor with which the proposed has done business OR documentation of a positive credit rating determined by an accredited credit bureau during the last 6 months AND
- For publicly held companies, provide the most recent independent audited financial statements for a fiscal year within the last 24 months. Compiled or reviewed financial statements will not be accepted. The audited financial statements must be:
 - Prepared with all monetary amounts in United States currency
 - Prepared under United States generally accepted accounting principles
 - Audited under United States generally accepted auditing standards

The audited financial statements must include:

- The auditor's opinion letter
- Financial statements
- Notes to the financial statements

For privately held companies, in lieu of audited financial statements, provide documentation clearly demonstrating financial stability of the company.

Company Information	Response
1) The year your company began business?	
2) How long has company been providing the proposed application software?	
3) Provide total revenue for 2006. (Include audited financial)	
4) Provide total revenue for 2007. (Include audited financial)	
5) Provide total revenue for 2008. (Include audited financial)	
6) Provide a copy of your company's Dun & Bradstreet report for 2007.	
7) State number of full time-employees in company	
8) State total number of employees dedicated to Client Services. (i.e., training, implementation, etc.).	
9) State total number of employees dedicated to Sales and Sales Support.	
10) State total number of Nashville employees or office serving Nashville area	
11) Ability to provide source code in escrow, without additional charge.	
12) Can you provide have at least two (2) reference installations of similar size and scope that have been installed and fully operational for a period of at least one year prior to the release of the RFP?	
Support Requirements	
13) Provide number of employees dedicated to Help Desk Support.	

14) What are the hours of operation for the Help Desk?	
15) Ability to provide toll-free telephone support for this product and hours of operation	
16) Does the vendor maintain a hardware warranty service location in the state?	
17) Are database and development tools support provided by the application vendor?	
18) Does the vendor have an on-line system in place to track new and incoming calls from customers, as well as keep history on all support calls?	
19) Does the vendor have a mechanism in place to track response times of incoming calls from customers, by individual consultant and by product?	
20) Does the vendor have the ability to report statistics on response time?	
21) Does the vendor have a mechanism in place to track resolution times of incoming calls from customers, by individual consultant and by product?	
22) Does the vendor have ability to report statistics on resolution time?	
23) Can the vendor provide statistics showing year-to-date response and resolution times on support calls by individual consultant and by product? If so, please provide.	
24) Does the vendor track fiscal year-to-date statistics of individual consultants' response and resolution times of incoming calls? If so, please provide in.	
25) What is the average response time for support calls to the Help Desk?	
26) Provide percentage of support calls that the help desk consultant responds to in less than 1 hour?	
27) Does the vendor have a priority-based procedure in place to resolve a "system down/production critical" call from a customer?	
28) Does the vendor survey the customer support calls to receive feedback on the help desk? If so, state type of information provided with survey.	
29) Does the vendor measure the results of the call surveys? If so, provide these results.	
30) Does the vendor send to customers an annual Customer Satisfaction Survey that solicits feedback concerning your help desk, training, maintenance services as well as an overall evaluation of services and products provided to customers? If so, include a copy of this Survey.	
31) Does the vendor have a procedure in place to accept and respond to Help Desk requests via e-mail? Fax? On-line?	
32) Does the vendor have a mechanism in place to determine varying degrees of urgency for callback to the customer?	
33) Does the vendor have a mechanism in place to track total number of calls received by product?	
34) Does the vendor have the ability to retrieve and review on-line a customer's call history?	
35) Are all calls tracked on-line, with date and time stamp?	
36) Does the vendor have a mechanism in place for customers to subscribe to specific product list servers in order to communicate with and get feedback from other customers about their use of the products?	

37) Does the vendor have a mechanism for generating statistical reports for the customer support organization? If so, include a copy of this report.	
38) Are updated versions of the proposed software provided?	
39) Is there an automated mechanism to submit enhancement recommendations throughout the year?	
40) Is a Help Desk tracking number provided to the customer for future call tracking purposes?	
41) Are Remote diagnostic services available from the help desk?	
42) Is the Help Desk staff dedicated to the proposed application software?	
43) Are updates and defect corrections available electronically to be downloaded by the customer?	
44) Are extended support agreements offered for five years or more?	
45) Does the vendor assign an Account Manager? If so, provide a list of Account Manager's responsibilities here.	
46) Do you allow direct contact between customers, in this case designated Metro technical support staff, and your technical staff or is contact through a help desk?	
Other	
47) Does vendor have a continuing Research and Development program?	
48) Total number of employees dedicated to Research and Development.	
49) What percentage of annual revenue and the approximate dollar amount of research and development investment made in 2008?	
50) Does vendor have the ability to provide product calendar outlining future upgrades and enhancements? If so, please provide most recent calendar.	
51) What delivery method is used for upgrades and product enhancements?	
52) Does vendor provide multiple methodologies for clients to recommend product enhancements?	
53) Does vendor provide clients with method of direct contact at executive level?	

• **Tab VI, Key Personnel**

Attach resumes of all managers, senior-level supervisors, and technical support personnel who will be involved in the management of the total package of services, as well as the delivery of specific services. Provide full name, address, phone number, and e-mail address (if applicable)

Identify the name(s) and office locations of the **actual individuals** who would perform the requested services for the Government. For each person, attach a resume and provide the following information:

- Name
- Title
- Role
- Description of past assignments would prepare him or her for this assignment
- Educational qualifications
- Tenure at firm
- Years of relevant experience
- Years of public sector experience

Provide a narrative description of the proposed project team, its members and organizational structure.

- **Tab VII, Customer Listing**

Provide a listing of all previous customers during the past three years for all work of similar size and scope. The services provided to these clients shall have characteristics as similar as possible to those requested in this RFP. Information provided for each client shall include the following:

- a) Client name, address, and current telephone number
- b) Description of services provided
- c) Time period of the project or contract
- d) Client's contact reference name and current telephone number

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your proposal, or cancellation of the contract and your suspension or debarment from further business with Metro.

- **Tab VIII, Acceptance of Conditions**

Indicate any exceptions to the general terms and conditions of the RFP and to insurance requirements and any other requirements listed in the RFP. Exceptions to the attached Sample Contract are business concerns for Metro. If your company takes exception to any clause in the contract, please identify what that exception(s) is/are and how your firm suggests phrasing that clause(s). Depending upon the value of the exception(s) to Metro, your Business Plan score may reflect a lowered Business Plan Score.

- **Tab IX, Small Business Participation Documents and PNP Forms**

The *List of Proposed Small Businesses* must be completed and signed by a company officer empowered to bind the Proposer to the provisions in this RFP and any contract awarded pursuant to the PRP. The Proposer must submit a *List of Proposed Small Businesses* **OR** a statement that no Small Businesses are proposed.

The PNP forms described beginning on page 8 must be included with your proposal or you may be considered non-responsive.

L) Proposal Evaluation Panel and Evaluation Factors

A panel appointed by the Metropolitan Government Purchasing Agent will evaluate proposals. Other agencies and consultants of the Government also may examine documents.

The factors to be considered in the evaluation of proposals are listed below. While the Government believes all these items to be of importance, they are ranked in descending order of importance.

Points	Criteria
30	Cost - Tab III- Total Cost of Ownership Over the Life of the Contract
30	Technical Specifications including Billing– Tab IV - Does the proposal meet or exceed all of the critical technical specifications listed in the RFP?
10	Corporate Experience and Capacity – Tabs V, VII – This includes corporate organizational structure and documented evidence of ability, skill, financial strength and number of years experience in providing the required services; customer listing for references and experience in projects of similar size and scope.

10	Business Plan – Tab I, II, Tab VIII - Responsiveness and feasibility of proposed Business Plan, overall approach/philosophy to providing the service, proposed contract team and organizational structure, detailed plan of approach (including major tasks and subtasks), proposed service quality program, Metro Government’s analysis of the risks posed by Offeror’s proposed solution, exceptions to Metro’s standard contract for goods and services
10	Key Personnel – Tab VI - Key personnel assigned to the project who will actually be delivering the services including detailed resumes, skill sets, and reference experience in projects of similar size and scope.
10	Committed, Measurable Level of Small Business Participation – Tab IX - See page 17, Section 10D of the RFP for a detailed explanation of this criteria.

Attachments:

- * **Standard Metro Contract for Goods and/or Services**
- * **Insurance Requirements**
- * **Ethical Standards Affidavit**
- * **SMALL BUSINESS STANDARDS**
- * **LIST OF PROPOSED SMALL BUSINESSES**
- * **GOOD FAITH EFFORTS FORM**
- * **STATEMENTS OF INTERESTED, NOTIFIED AND SUCCESSFUL SUBCONTRACTORS**
- * **LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR/JOINT VENTURE**

Notice: The Good Faith Efforts For and Statements of Interested, Notified and Successful Subcontractors Forms must be completed and returned with the proposal response. Failure to complete and return these forms may be grounds for determination of a non-responsive proposal.



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

This contract is entered into on this [] day of [], 20XX, by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**, a municipal corporation of the State of Tennessee ("Metro") and [] ("Contractor"). This contract consists of the following documents:

- ***This document,***
- [] # [],
- ***Contractor's Response, and***
- []

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

- ***any properly executed amendment or change order to this contract (most recent with first priority),***
- ***this contract,***
- [],
- ***Contractor's Response, and***
- []

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and Metro agrees to purchase the following services:
[]

2. **Term.**

- a) The term of this contract will begin on the date this contract is signed by all required parties and filed in the office of the Metropolitan Clerk. Metro contemplates that the contract term will begin on or about [] (beginning date). The initial contract term will end on [] (ending date).
- b) This contract [] may be / [] may not be extended for [] () additional term(s) of [] () [] each. The option to extend shall be exercised by and in the discretion of the Purchasing Agent. To be effective, any extension must be approved by the Purchasing Agent, Metro's Department of Law and Department of Finance. In no event shall the term of this contract, including extensions, exceed [] () [].

3. **Compensation.** Contractor shall be paid [REDACTED], to be billed on the following basis: (check if applicable)

- a) [REDACTED] single payment following completion,
- b) [REDACTED] monthly, beginning
- c) [REDACTED] quarterly, beginning
- d) [REDACTED] other (explain) [REDACTED]

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

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

5. **Electronic Payment.** Upon request by Metro, the Contractor shall have thirty (30) days to complete and sign Metro's form authorizing electronic payments to the Contractor. Thereafter, all payments to the Contractor, under this or any other contract the Contractor has with Metro, shall be made electronically.

6. **Taxes.** Metro shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Metro.

7. **Copyright, Trademark, Service Mark, or Patent Infringement.**

- a) Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against Metro to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor shall further indemnify and hold harmless Metro against any award of damages and costs made against Metro by a final judgment of a court of last resort in any such suit. Metro shall provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. Metro reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon Metro unless approved by the Metro Department of Law Settlement Committee and, where required, the Metro Council.
- b) If the products or services furnished under this contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing

Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

- i) *Procure for Metro 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 Metro, so that they become non-infringing.*
 - iii) *Remove the products or discontinue the services and cancel any future charges pertaining thereto.*
 - iv) *Provided, however, that Contractor will not exercise option b.iii. until Contractor and Metro have determined that options b.i. and b.ii. are impractical.*
- c) Contractor shall have no liability to Metro, however, if any such infringement or claim thereof is based upon or arises out of:
- 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.*
 - iii) *The claimed infringement in which Metro has any direct or indirect interest by license or otherwise, separate from that granted herein.*

8. **Termination--Breach.** Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, Metro shall have the right to immediately terminate the contract. Such termination shall not relieve Contractor of any liability to Metro for damages sustained by virtue of any breach by Contractor.

9. **Termination--Funding.** Should funding for this contract be discontinued, Metro shall have the right to terminate the contract immediately upon written notice to Contractor.

10. **Termination--Notice.** Metro may terminate this contract at any time upon thirty (30) days written notice to Contractor.

11. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.

12. **Maintenance of Records.** Contractor shall maintain documentation for all charges against Metro. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

13. **Monitoring.** The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by Metro, the Department of Finance/Division of Internal Audit, or their duly appointed representatives.

14. **Metro Property.** Any Metro property, including but not limited to books, records and equipment that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to Metro by Contractor upon termination of the contract. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be Metro property.
15. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.
16. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
17. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
18. **Employment.**
- a) Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
 - b) Contractor shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this contract.
 - c) Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of Metro.
19. **Non-Discrimination.** It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in Metro's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with Metro or in the employment practices of Metro's Contractors. Accordingly, all Proposers entering into contracts with Metro shall, upon request, be required to show proof of such

nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

20. Insurance. During the term of this Contract, Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement.

1.) Commercial General Liability Insurance occurrence version commercial general liability insurance or equivalent form with a limit of not less than **one million (\$1,000,000.00)** dollars each occurrence for bodily injury, personal injury, and property damage. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than two times the occurrence limit. Coverage shall include child molestation coverage with the same limits (\$1,000,000.00). If such CGL insurance contains a general aggregate limit, it shall apply separately to the project/location in this Agreement.

Such insurance shall:

- a.) Contain or be endorsed to contain a provision that includes Metro, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.
- b.) For any claims related to this agreement, Contractor's insurance coverage shall be primary insurance as respects Metro, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering Metro, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

2.) Automotive Liability Insurance including vehicles owned, hired, and non-owned, with a combined single limit of not less than **one million (\$1,000,000.00)** dollars each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes Metro, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

3.) Worker's Compensation (If applicable), Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than one hundred thousand **\$100,000.00**. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.

4.) Other Insurance: Commercial Crime Coverage including Employee Dishonesty, Theft, Disappearance & Destruction and Robbery of Money & Securities and Property of Others. The limits should be not less than \$400,000.00 per occurrence.

5.) *Other Insurance Requirements.* Professional Liability in the amount of not less than **one million (\$1,000,000.00)** dollars.

Contractor shall:

- a. Prior to commencement of services, furnish Metro with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to Metro's Law Department, 222 Third Avenue North, Suite 501, Nashville, TN 37201.
- b. Provide certified copies of endorsements and policies if requested by Metro in lieu of or in addition to certificates of insurance.
- c. Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.
- d. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by Metro as a material breach of contract.
- e. Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the Metro Director of Risk Management Services.
- f. Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractor's certificates of insurance to Metro without expense immediately upon request.
- g. Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by Metro prior to the commencement of services.
- h. If the Contractor has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

21. Contingent Fees. Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

22. 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 paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

23. Indemnification and Hold Harmless. Contractor shall indemnify and hold harmless Metro, its officers, agents and employees from:

- a) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,
- b) Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- c) Pursuant to Tennessee Attorney General Opinion 93-01, Metro will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.
- d) Contractor shall pay Metro any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

24. Attorney Fees. Contractor agrees that in the event either party takes legal action to enforce any provision of the contract or to obtain a remedy for any breach of this contract, and in the event Metro prevails in such action, Contractor shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for Metro.

25. Assignment--Consent Required. The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF METRO'S CHIEF ACCOUNTANT, DIVISION OF ACCOUNTS, DEPARTMENT OF FINANCE, 222 THIRD AVENUE NORTH, SUITE 750, NASHVILLE, TENNESSEE 37201.

26. Entire Contract. This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

27. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
28. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
29. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.
30. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

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

- a) Notice of assignment of any rights to money due to Contractor under this contract must be mailed or hand delivered to the attention of Metro's Chief Accountant, Division of Accounts, Department of Finance, 222 Third Avenue North, Suite 750, Nashville, Tennessee 37201, with a copy to the recipient for Metro notices listed below. All other notices to Metro shall be mailed or hand delivered to:

Department:

Att'n:

Addr:

- b) Notices to Contractor shall be mailed or hand delivered to:

Contractor:

Att'n:

Addr:

Telephone

Fax

E-mail

- c) Contractor designates the following as the Contractor's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent:

Att'n:

Addr:

For Metro Use Only

Number: _____

Date: _____

32. Effective Date. This contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

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

**APPROVED AS TO COMPLIANCE TO
PROCUREMENT PROCESS:**

Purchasing Agent

**APPROVED AS TO AVAILABILITY OF
FUNDS:**

Director of Finance

**APPROVED AS TO RISK AND
INSURANCE:**

Director of Insurance

**APPROVED AS TO FORM AND
LEGALITY:**

Metropolitan Attorney

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

Date: _____

CONTRACTOR

Company: _____

BY: _____

Print: _____

Title: _____

**Sworn to and subscribed to before me, a
Notary Public, this _____
day of _____, 200 __, ,
by _____,
the _____ of
Contractor and duly authorized to
execute this instrument on Contractor's
behalf.**

Notary Public

My Commission Expires _____

Insurance Requirements

Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement.

1. *Commercial General and Umbrella Liability Insurance.* Contractor shall maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance with limits of not less than **\$1,000,000** each occurrence. Coverage shall include child molestation coverage with the same limits **(\$1,000,000.00)**. If such CGL insurance contains a general aggregate limit, it shall apply separately to the project/location in this Agreement.

Such insurance shall:

- a. Be written on ISO occurrence form CGL 00 01 12 04 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - b. Include The Metropolitan Government of Nashville and Davidson County as an insured under the CGL, using ISO **additional insured endorsement** CG 20 37 or CG 20 26 or a substitute providing equivalent coverage and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Metro. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
2. *Automobile Liability Insurance;* including vehicles owned, hired, and non-owned, with a limit of not less than **\$1,000,000** each accident for Bodily Injury and Property Damage. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes Metro, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor in the performance of this contract.
 3. *Workers' Compensation Insurance.* Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than **\$500,000**. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.
 4. *Other insurance:* Commercial Crime Coverage including Employee Dishonest, Theft, Disappearance & Destruction and Robbery of Money & Securities and Property of Others. The limits should be not less than \$400,000.00 per occurrence.

4. *Other Insurance Requirements.* Contractor shall:

- a. Prior to commencement of services, furnish Metro with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to Metro's Law Department, 222 Third Avenue North, Suite 501, Nashville, TN 37201 except ten (10) days in the event of non-payment of premium.**
- b. Provide certified copies of endorsements and policies if requested by Metro in lieu of or in addition to certificates of insurance.**
- c. Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.**
- d. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by Metro as a material breach of contract.**
- e. Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the Metro Risk Manager.**
- f. Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to Metro prior to the commencement of subcontractors' work. The General Contractor's commercial general liability insurance should not include CG 2294 or CGT 2295.**
- g. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by Metro prior to the commencement of services.**
- g. If the Contractor has or obtains primary and excess policies, there shall be no gap between the limits of the primary policies and the deductible features of the excess policies**
- i. The insurer shall agree to waive all rights of subrogation against Metro, its officers, officials, and employees for losses arising from work performed by Contractor for Metro.**

ETHICAL STANDARDS AFFIDAVIT

STATE OF _____ COUNTY OF _____

CONTRACTOR, AFTER BEING FIRST DULY SWORN, AFFIRMS THAT BY ITS EMPLOYMENT POLICY, STANDARDS AND PRACTICES IT DOES NOT SUBSCRIBE TO ANY PERSONNEL POLICY WHICH PERMITS OR ALLOWS FOR THE PROMOTION, DEMOTION, EMPLOYMENT, DISMISSAL OR LAYING OFF OF ANY INDIVIDUAL DUE TO RACE, CREED, COLOR, NATIONAL ORIGIN, AGE OR SEX AND THAT IT IS NOT IN VIOLATION OF AND WILL NOT VIOLATE ANY APPLICABLE LAWS CONCERNING THE EMPLOYMENT OF INDIVIDUALS WITH DISABILITIES.

CONTRACTOR UNDERSTANDS THAT 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 THEREFOR.

CONTRACTOR ALSO UNDERSTANDS THAT 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 ANY PERSON ASSOCIATED THEREWITH, AS AN INDUCEMENT FOR THE AWARD OF A SUBCONTRACT OR ORDER.

CONTRACTOR ALSO UNDERSTANDS THAT IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR A PERSON TO BE RETAINED, OR TO RETAIN A PERSON, TO SOLICIT OR SECURE A METROPOLITAN GOVERNMENT CONTRACT UPON THE 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.

CONTRACTOR REPRESENTS THAT IT HAS NOT RETAINED ANYONE IN VIOLATION OF THE FOREGOING.

CONTRACTOR FURTHER UNDERSTANDS THAT A BREACH OF ETHICAL STANDARDS COULD RESULT IN CIVIL OR CRIMINAL SANCTIONS AND/OR DEBARMENT OR SUSPENSION FROM BEING A SELLER, CONTRACTOR OR SUBCONTRACTOR UNDER METROPOLITAN GOVERNMENT CONTRACTS.

AND FURTHER, CONTRACTOR SAYETH NOT.

CONTRACTOR

SWORN TO AND SUBSCRIBED BEFORE ME, A NOTARY PUBLIC IN AND FOR THE ABOVE STATE AND COUNTY, ON THIS ____ DAY OF _____, 200____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE
OFFICE OF THE TREASURER
ACH (AUTOMATED CLEARING HOUSE) CREDITS**

COMPANY NAME _____

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

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

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

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

Bank Official contacted:

_____ Phone _____

DEPOSITORY/BANK NAME _____ BRANCH _____

CITY _____ STATE _____

ACH TRANSIT/ABA NO. _____ ACCOUNT NO. _____

NAME(S) _____

(Please print names of authorized account signatory)

SIGNED _____ DATE _____

SIGNED _____ DATE _____

Phone _____

Can your bank receive the following ACH formats:

Yes___ No___ CCD+

Yes___ No___ CTX

Yes___ No___ ANSI.X12820

PLEASE MAIL TO:

**METRO Division of Accounts
222 3RD AVE NORTH, 7th Floor
NASHVILLE, TN 37201**

AS DEFINED IN SECTION 4.44.010 OF THE METROPOLITAN CODE OF LAWS;

A Small Business satisfies all of the following criteria:

- (a) A United States business which is independently owned and operated, and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation;
- (b) Either has no more than the following number of employees or has no more than the following annual sales volume for the applicable industry; and

INDUSTRY	ANNUAL SALES VOLUME	MAXIMUM NUMBER OF EMPLOYEES*
Agriculture, Forestry, Fishing	\$500,000	9
Architectural/Design/Engineering	\$2,000,000	30
Construction	\$2,000,000	30
Educational	\$1,000,000	9
Finance, Insurance, Real Estate	\$1,000,000	9
Information Systems/Technology	\$2,000,000	30
Manufacturing	\$2,000,000	99
Marketing/Communications/Public Relations	\$2,000,000	30
Medical/Healthcare	\$2,000,000	30
Mining	\$1,000,000	49
Retail Trade	\$750,000	9
Service Industry	\$500,000	9
Transportation, Commerce, and Utilities	\$1,000,000	9
Wholesale Trade	\$1,000,000	19

- (c) Meets the following additional criteria:
1. Has demonstrated capability to perform independently a substantial portion of the contract they seek, or a substantial portion of the subcontract for which they are proposed by a bidder or offeror, as specified by the Purchasing Agent;
 2. Not share or jointly use office space, production, marketing and sales, business support systems, personnel, or equipment with any business not classified by Metro as a small business (i.e., a large business);
 3. Has existed as a legal business entity for a minimum of one year (twelve months of continuous business enterprise), performing independently and satisfactorily and achieving a minimum of \$35,000.00 sales income (collected sales dollars not simply booked sales);
 4. Not be owned, controlled, or directed by individuals or groups of individuals who own, control, or direct a large business involved in the same category of work as the business for which small business status is sought;
 5. If a supplier, be an authorized regular distributor with normal wholesale agreements for the Product or products to be supplied; and
 6. If a construction contractor, be licensed as required by the state to perform the work for which it has submitted a bid or has been proposed by a prime as a subcontractor.

***NOTE: Employee means a person (or persons) employed on a full-time (or full-time equivalent), a permanent basis. Full-time equivalent includes employees who work 30 hours per week or more. Full-time equivalent also includes the aggregate of employees who work less than 30 hours a week, where the work hours of such employees add up to at least a 40 hour work week. The totality of the circumstances, including factors relevant for tax purposes, will determine whether persons are employees of a concern. Temporary employees, independent contractors or leased employees are not employees for these purposes. The owner(s) are excluded from this classification.**

List of Proposed Small Businesses for RFP _____

Proposer Name: _____

Notice: Small businesses listed must be registered with Metro and small business status must be approved by Metro **prior** to proposal submission. Registration can be completed online at: <https://smartrac.nashville.gov/newvendorlogin.aspx>

	Small Business Name	Small Business Address, Phone Number and email address	Industry of Work to be Performed by this Small Business (see <i>Instructions below this table</i>)	Phase in project when Small Business is anticipated to perform work	Minimum <i>Percentage</i> of total contract dollars to be spent with this Small Business
1.					
2.					
3.					
4.					
5.					
6.					

TOTAL _____

INSTRUCTIONS:

- If the proposer is a small business, the proposer should also be included in this list.
- If more than six (6) Small Businesses are to be listed, please attach an additional sheet.
- For the “Industry of Work to be Performed by this Small Business” column, you must enter an Industry listed here: Agriculture, Architectural/Design/Engineering; Educational; Information Systems/Technology; Marketing/Communications/Public Relations; Medical/Healthcare; Forestry, Fishing; Mining; Construction; Manufacturing; Wholesale Trade; Retail Trade; Finance, Insurance, Real Estate; Transportation, Commerce, and Utilities; Service Industry

Submission of a proposal shall constitute Proposer’s representation that neither Proposer nor an officer, agent or employee of Proposer, or the spouse, parent or child of an officer, agent or employee of Proposer, is involved in the ownership, operation or management of any subcontractor claiming status as a small business for purposes of this Proposal and Contract.

Name and Title of Person submitting this form



Metropolitan Government of Nashville Procurement Non-discrimination Program Form Submission Procedures

Demonstrating compliance with the Procurement Non-discrimination Program requires the submission of the following forms:

1. **Statement of Good Faith Efforts**- This completed form is required at the time of bid/proposal submission. Each of the first three listed statements must be initialed by an authorized company official indicating that the prime contractor has made all of the good faith efforts required by the Procurement Non-Discrimination Program. Prime contractors should initial any of the additional good faith efforts listed subsequently on the form as they are applicable.

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

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

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

NOTE: Reasons for declining offers made by potential MWBE partners must be noted on this form.

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

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

NOTE: A separate form must be completed for each individual MWBE subcontractor/joint venture partner.

Any additional questions regarding required detail and documentation to demonstrate Procurement Non-discrimination Program compliance should be directed to the Business Assistance Office at 615-880-2814.



GOOD FAITH EFFORTS

Subject: Proposal for _____
(Name of Project)

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

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

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

_____ I/We have provided all potential subcontractors or vendors with adequate information as to plans, specifications, relevant terms and conditions of the Contract, bonding requirements, and the last date and time for receipt of price quotations.

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

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

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

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

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

_____ I/We have utilized the services of available community organizations and associations, contractors' groups, and trade associations known to publicize contracting and procurement opportunities, for the purpose of obtaining assistance in the contacting and recruitment of MWBEs for the Metropolitan Government contract under consideration.

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

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

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

Printed Name of Company Official

Date

Signature

Title of Company Official

Fully Company Name

Mailing Address

Area Code/Phone Number

City, State, Zip

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



STATEMENTS OF INTERESTED, NOTIFIED AND SUCCESSFUL SUBCONTRACTORS

Please complete this form to provide Metro with information regarding your outreach efforts. Please include information appropriately regarding those firms that you contacted, who contacted you and those that you have decided to work with on this project. Please add additional sheets as necessary. Please contact the Business Assistance Office with any questions at 615-880-2814.

Project Name _____

RFP/ITB Number _____

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

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

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

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

Name _____

Title _____

Date _____

*STATEMENT OF BID/PRICE QUOTATION