

**CONTRACT BETWEEN THE
METROPOLITAN NASHVILLE PUBLIC SCHOOLS AND
MEHARRY MEDICAL COLLEGE VENTURES
FOR THE PURCHASE OF GOODS AND SERVICES**

This contract (Contract) is entered into by and between The Metropolitan Nashville Public Schools (MNPS) and Meharry Medical College Ventures (Contractor), 1005 Dr. D.B. Todd Jr. Blvd, Nashville, TN 37208. This Contract consists of the following documents:

1. Any properly executed amendment to this Contract, (most recent with first priority),
2. This document and affidavit(s) including Exhibits,
3. Purchase Orders (and PO changes).

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

1.2. Duties and Responsibilities of Goods and Services Contractor

Contractor agrees to provide and MNPS agrees to purchase the following goods and/or services, more fully defined in Exhibit A:

Commented [EKN1]: To be provided by MMC

For the development and implementation of COVID-19 testing and monitoring protocols, including a COVID-19 testing program for MNPS students and staff that will use a combination of rapid antigen tests offered by the State of Tennessee as well as "gold standard" PCR tests that have been available at COVID-19 testing sites run by Metro Nashville. In addition, Contractor will work with the Metro Public Health Department to develop a vaccination plan for all those at MNPS who are eligible, as determined by the State of Tennessee, and those at MNPS who desire to take the vaccine.

Goods and/or services defined in this Contract will be requested by Purchase Order and supplied on an as needed basis only.

Nothing in this Contract shall be construed as a minimum guarantee of goods and/or services to be ordered from Contractor.

1.3. Contractor Qualifications

Contractor represents that it has in effect all licenses, permissions, certifications, and otherwise all legal qualifications to perform under this Contract.

1.4. License

Contractor warrants and represents that it is the owner of or otherwise has the right to and does hereby grant MNPS a license to use any software provided for the purposes for which the software was obtained, or proprietary material set forth in MNPS's sourcing documents and/or Contractor's response to the sourcing event.

1.5. Delivery and Installation

All deliveries shall be made pursuant to a written Purchase Order issued by Metropolitan Nashville Public Schools

MNPS assumes no liability for any goods or services delivered without a Purchase Order.

All deliveries provided in the performance of this Contract are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, to the site and during the times defined by MNPS.

If installation is required, it shall be completed by the date specified on the Purchase Order unless otherwise stated in the Contract.

2. CONSIDERATION

2.1. Term

The Contract Term will begin on January 13, 2021 and end on December 31, 2021.

This Contract may be extended by written Amendment executed by all parties and their signatories hereto.

However, in no event shall the term of this Contract exceed sixty (60) months without approval of Procurement, Administration, Legal, and the Metropolitan Nashville Public Schools Board.

2.2. Compensation

MNPS will compensate Contractor in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, Contractor shall be paid for delivered/performed products and/or services properly authorized by MNPS in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by MNPS.

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

Should this contract be eligible for annual escalation/de-escalation adjustments those annual adjustments must be in accordance with Exhibit A of this Contract. Any such annual price adjustment must be submitted to the Director of Procurement no less than ninety (90) days prior to the **annual anniversary** of the Contract Term. Any such adjustment, if approved by the Director of Procurement, shall become effective on the annual anniversary of the Contract Term.

Total compensation to be paid to Contractor under this Contract is not to exceed \$18,000,000.

2.3. Warranty

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

Commented [EKN2]: Will need MMC to provide some sort of cost structure to be added within Exhibit A

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During the warranty period, MNPS may, at its option, request that Contractor repair or replace any defective goods, by written notice to Contractor. In that event, Contractor shall repair or replace the defective goods, as required by MNPS, at Contractor's expense, within thirty (30) days of written notice. Alternatively, MNPS may return the defective goods, at Contractor's expense, for a full refund.

Exercise of either option shall not relieve Contractor of any liability to MNPS for damages sustained by virtue of Contractor's breach of warranty.

2.4. Electronic Payment

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

2.5. Invoicing

2.5.1. Contractor, after MNPS receives the goods and services, shall be paid net 30 days upon receipt by MNPS of a correctly submitted invoice.

2.5.1.1. Invoice must reference the MNPS purchase order number,

2.5.1.2. Only one (1) purchase order number per invoice,

2.5.1.3. Neither price nor quantity may exceed that present on the purchase order,

2.5.1.4. Invoice number and date,

2.5.1.5. Item description, quantity received, price, and extended price (again matching the PO), and

2.5.1.6. Remittance address.

2.5.2. Incorrect invoices will be rejected, and a corrected invoice required for payment.

2.5.3. MNPS will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payments within 60 days.

2.5.4. Payment of an invoice by MNPS shall not waive MNPS's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after MNPS discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by MNPS.

3. INSURANCE REQUIREMENTS

3.1. General Insurance Requirements

During the term of this Contract, for any and all awards, Contractor shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below.

Proof of insurance shall be required naming the METROPLITAN NASHVILLE PUBLIC SCHOOLS, 2601 BRANSFORD AVENUE, NASHVILLE, TN 37204 as additional insured on the general liability policy and identifying either the project name, Purchase Order, or Contract number on the ACORD document.

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A certificate of insurance, in a form satisfactory to MNPS, evidencing said coverage shall be provided to MNPS prior to commencement of performance of this Contract. Throughout the term of this Contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate.

Contractor shall also assure that any subcontractors of Contractor who perform work under this Contract maintain the insurance coverages and limits as are required of Contractor.

MNPS is part of a metropolitan form of government as set out under the Governmental Tort Liability Act in T.C.A.; 29-20-101, et seq., and as such has its liability limits defined by law. MNPS carries no insurance and is self-insured in an adequately funded Self-Insurance Program, up to the limits as set out by the statute.

3.2. Commercial Liability Insurance

Commercial General Liability Insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to MNPS. There shall be no endorsement or modification to make insurance excess over other available insurance.

3.3. General Liability Insurance

General Liability Insurance in the amount of one million (\$1,000,000.00) dollars.

3.4. Automobile Liability Insurance

Automobile Liability Insurance in the amount of one million (\$1,000,000.00) dollars (if Contractor will be coming on-site or making deliveries)

3.5. Medical Professional Liability Insurance

Professional Liability Insurance in the amount of one million (\$1,000,000.00) dollars.

3.6. Sexual Abuse and Molestation Insurance

Sexual Abuse and Molestation Insurance in the amount of one million (\$1,000,000) dollars.

3.7. Worker's Compensation Insurance

If applicable, Contractor shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

4. NOTICES

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 MNPS. Any such assignment or transfer shall not release Contractor from its obligations hereunder.

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Notice of assignment of any rights to money due to Contractor under this Contract MUST be mailed or hand delivered to the attention of the DIRECTOR OF FINANCIAL OPERATIONS, FINANCIAL OPERATIONS, METROPOLITAN NASHVILLE PUBLIC SCHOOLS, 2601 BRANSFORD AVENUE, NASHVILLE, TN 37204.

4.1. All other notices to MNPS shall be mailed or hand delivered to:

Department: Procurement
Attention: Director of Procurement
Address: 2601 Bransford Avenue, Nashville, TN 37204
Phone: (615) 259-8400
E-mail Address: purchasing@mnps.org

4.2. Notices to Contractor shall be sent to:

Contractor: [REDACTED]
Attention: [REDACTED]
Address: [REDACTED]
Phone: [REDACTED]
E-mail Address: [REDACTED]

4.3. Agent of the Contractor

Contractor designates the following as the Agent of the Contractor for service of process and will waive any objection to service of process if process is served upon this agent: Notices to Contractor shall be sent to:

Designated Agent: [REDACTED]
Attention: [REDACTED]
Address: [REDACTED]
Phone: [REDACTED]
Email Address: [REDACTED]

4.4. Contractor's Federal Tax ID Number:

Commented [EKN3]: To be completed by MMC

5. TERMINATION

5.1. Termination for Breach

Should either party 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, the other party shall have the right to immediately terminate the Contract if the breaching party has not cured the breach to the satisfaction of the other party within thirty (30) days of written notification of the breach. It shall also be considered a breach of this Contract if a party becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to that party and is not dismissed within thirty (30) days.

5.2. Termination for Convenience

MNPS may terminate this Contract at any time upon thirty (30) days written notice to Contractor. Contractor shall be paid in full for all authorized expenditures and goods or services satisfactorily provided to date, but in no case shall MNPS be liable to Contractor for compensation for any goods or service which has not been rendered. A termination for convenience shall not be a breach of this Contract by MNPS. The final decision as to the amount, for which MNPS shall be liable, shall be determined by MNPS. Contractor shall not have any right to any actual general, special, consequential, incidental, or any other damages whatsoever of any description or amount for MNPS's exercise of its right to terminate for convenience.

5.3. Termination for Cause

In the event MNPS, in its sole discretion, does not or cannot obtain or continue the funding for this Contract from any source or sources to allow for payment of the Work, MNPS may exercise one of the following alternatives:

- 5.3.1. Terminate this Contract effective upon a date specified in a Termination Notice; or
- 5.3.2. Continue this Contract by reducing, through written notice to Contractor, the amount of this Contract and the scope of work, consistent with the nature, amount, and circumstances of the loss of funding.

Any termination or reduction of this Contract pursuant to this subsection shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction. MNPS shall not face any liability or penalty as a result of such termination or reduction of this Contract.

6. STANDARD TERMS AND CONDITIONS

6.1. Taxes

MNPS 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 MNPS.

6.2. Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto.

6.3. Maintenance of Records

Contractor shall maintain documentation for all charges to MNPS. 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 five (5) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by MNPS or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

6.4. MNPS Right to Inspect

MNPS shall have the right to inspect any facility or project site, upon reasonable notice to Contractor, where the products/services provided under this Contract are to be produced/performed.

6.5. Piggyback Clause

MNPS reserves the right to extend the terms, conditions, and prices of this contract to other educational and governmental organizations subject to the policies of their governing bodies (such as State, Local and/or Public Agencies). Each of the piggyback institutions will issue their own purchasing documents for the goods/ services. Contractor agrees that MNPS shall bear no responsibility or liability for any agreements between Contractor and the other Institution(s) who desire to exercise this option.

6.6. MNPS Property

Any MNPS 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 MNPS 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 MNPS property.

6.7. 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.

6.8. Criminal Background Checks

Contractor shall comply, and shall assure that any of its subcontractors performing work under this Contract comply, with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau

of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

When applying for the background check defined above, Contractor's employees and subcontractors must specify their firm's ORI code (TNXXXXXX) for results reporting and provide MNPS with the green light letter per employee.

The requirement stated in the preceding paragraph does not apply to a person whose contract is for the performance of a service at a school-sponsored activity, assembly or event at which school officials or employees are present when the service is performed and where the activity, assembly or event is conducted under the supervision of school officials or employees.

6.9. Credentialing Requirements

6.9.1. MNPS has engaged ERC to provide Contractor credentialing services. ERC will notify all Contractors who enter into a contract with MNPS that exceeds \$100,000 in value that they are required to enroll, at Contractor's expense, annually in the ERC credentialing program. Annual enrollment rate as of December 2017 was \$150 per year. In addition to the annual enrollment, the submission of required documents is a material requirement of this Contract.

6.9.2. ERC provides MNPS with the following information:

- 6.9.2.1. For a company's named owner or principal, ERC runs the following checks annually:
 - 6.9.2.2. Criminal records (last 36 months)
 - 6.9.2.3. Sex offender and government watch (no limit on time)
 - 6.9.2.4. VCAP (last 84 months)
 - 6.9.2.5. Felony (last 60 months)
- 6.9.2.6. For the company itself (based on Tax ID#), ERC will perform the following searches and services:
 - 6.9.2.7. Confirm insurance requirements are current
 - 6.9.2.8. Bankruptcy within 5 years
 - 6.9.2.9. Liens and monetary judgements over \$10,000
 - 6.9.2.10. TIN check- Collect W9, verify tax name, and Tax ID match.

6.10. Indemnification and Hold Harmless

Contractor shall indemnify and hold harmless MNPS, its officers, agents and employees from:

- 6.10.1. 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.
- 6.10.2. 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.

6.10.3. MNPS 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.

6.11. School District Statutory Immunity

Any other term, covenant, or condition of this Contract to the contrary notwithstanding, the School District, its officers, employees and agents, and the members of the Board of Education, retain their statutory governmental, official, and any other immunity provided pursuant to the laws of the State of Tennessee, including under T.C.A. 29-20-101 et seq., and do not waive the defenses of governmental and official immunity derived from such laws. The School District does not waive for itself or its officers, employees, agents, or for members of the Board of Education, any other defenses or immunities available to it or any of them.

6.12. Terms of Service

In the event of any conflict between the terms of this Contract and the Contractor's standard Terms of Service ("TOS"), any terms posted on Contractor's website or application, or any terms for which a user is required to click "accept" on-line in order to log into Contractor's application, the terms of this Contract shall govern.

6.13. Copyright, Trademark, Service Mark, or Patent Infringement

Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against MNPS 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 MNPS against any award of damages and costs made against MNPS by a final judgment of a court of last resort in any such suit. MNPS 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. MNPS 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 MNPS unless approved by the Metropolitan Department of Law Settlement Committee and, where required, the School Board.

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:

- 6.13.1. Procure for MNPS the right to continue using the products or services, or
- 6.13.2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to MNPS, so that they become non-infringing, or

6.13.3. Remove the products or discontinue the services and cancel any future charges pertaining thereto, provided, however, that Contractor will not exercise option 3. until Contractor and MNPS have determined that options 1. and 2. are impractical.

Contractor shall have no liability to MNPS, however, if any such infringement or claim thereof is based upon or arises out of:

6.13.4. The use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, or

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

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

6.14. Confidentiality, Student Records

Contractor shall keep in strict confidence as required and to the fullest extent required by any Applicable Law, including but not limited to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g and the Children’s Online Privacy Protection Act of 1998 (COPPA) 15 U.S.C. § 6501-6506, any and all records and information, in whatever form or format received, pertaining to MNPS’s individual students and children, including but not limited to any academic or grade information, attendance, truancy, discipline, receipt of special education services or supplemental educational services, social security or public benefits, or information as to race, ethnicity, or disability.

With regard to any reports, studies, or other works developed in the course of this Contract, or as a result thereof, Contractor shall not publish Confidential Information or any other information which identifies students, employees, or officers of MNPS by full name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. Contractor shall provide to MNPS for its review any proposed publication, brochure, or advertisement in which MNPS is named not less than thirty (30) calendar days prior to submission for publication and Contractor shall remove MNPS’s name or information identifying MNPS from the publication if MNPS requests removal. Contractor shall not issue, publish, or divulge any materials developed or used in the performance of this Contract or make any statement to the media relating to this Contract without the prior consent of MNPS.

6.15. Contingent Fees

Contractor hereby represents that Contractor has not been retained, nor has retained any persons, to solicit or secure a MNPS 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 MNPS contracts.

6.16. 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.

6.17. 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, or 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.

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, 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 Nashville Public Schools contracts.

6.18. Non-Discrimination

It is the policy of MNPS not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring, promotion, demotion, dismissal or laying off, 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 that 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 MNPS'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 MNPS or in the employment practices of MNPS's Contractors.

Accordingly, all Proposers entering into contracts with MNPS 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.

6.19. Subcontractor/Subconsultant Payments

When payment is received from MNPS, Contractor shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts due for work covered by such payment. In the event MNPS becomes informed that Contractor has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, MNPS shall have the right, but not the duty, to issue future checks and payments to Contractor of amounts otherwise due hereunder naming Contractor and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by MNPS, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit MNPS to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

6.20. Americans with Disabilities Act

Contractor assures MNPS that all services provided shall be completed in full compliance with the Americans with Disabilities Act (ADA) 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by MNPS. Contractor will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

6.21. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated §12-12-101 et seq., Contractor certifies that to the best of its knowledge and belief, neither Contractor nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated §12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under MNPS contracts.

6.22. Debarment and Suspension

Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- 6.22.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- 6.22.2. Have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- 6.22.3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- 6.22.4. Has not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- 6.22.5. Contractor shall provide immediate written notice to MNPS if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

6.23. Attorney Fees

Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of this Contract, and, in the event MNPS prevails, Contractor shall pay all expenses of such action including MNPS's attorney fees and costs at all stages of the litigation.

6.24. 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.

6.25. 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, pandemic, 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.

6.26. Compliance with Laws

Contractor agrees to comply with any applicable federal, state and local laws and regulations.

6.27. Governing Law/Venue

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

6.28. Severability

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

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6.29. 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 Nashville Public Schools 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.

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Contract Number: 7505527

**THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY BY AND THROUGH THE
METROPOLITAN BOARD OF PUBLIC EDUCATION:**

APPROVED:

MBPE Board Chair

RECOMMENDED:

Director of Procurement

Department Head

Federal Programs Director

Executive Staff Member

APPROVED AS TO AVAILABILITY OF FUNDS:

Account #: _____

Chief Operating Officer

Metropolitan Director of Finance

APPROVED AS TO INSURANCE:

Metropolitan Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

CONTRACTOR:

Firm/Organization

Signature

Name

Title

Date

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

Metropolitan Clerk

Date Filed