



## WILLIAMSON COUNTY GOVERNMENT

November 17, 2023

To Whom It May Concern:

Williamson County is accepting proposals on behalf of the Williamson County Election Commission for a feasibility study of providing hand marked paper ballots as an option for Williamson County voters.

Proposals are due by January 11, 2024, 2:00 p.m. Proposals must be submitted in a sealed envelope to the County Mayor's Office, 1320 West Main Street, Suite 125, Franklin, TN 37064. Each envelope should be plainly marked: **RFP Feasibility Study for HMPB , January 11, 2024, 2:00 p.m. Envelope must also include proposer's company name. IF THE SEALED PACKAGE IS NOT LABELED EXACTLY AS SPECIFIED ABOVE, THE PROPOSAL WILL NOT BE OPENED.** Williamson County reserves the right to reject any and/or all proposals, to waive technicalities or informalities, and to accept any proposal deemed to be in the best interest of Williamson County. **No proposal shall be valid unless signed.** No proposal shall be accepted by FAX machine.

Enclosed is an *Ethical Standards Affidavit, Iran Divestment Act Affidavit, Fair Employment Affidavit, Immigration Attestation and Immigration Compliance Affidavit, Israel Boycott Affidavit and Business Tax and License Affidavit.* Please complete these documents and return them with your bid.

The successful proposer will be required to comply with contract and insurance requirements.

If you have any questions, please you must e-mail [leslie.mitchell@williamsoncounty-tn.gov](mailto:leslie.mitchell@williamsoncounty-tn.gov). All questions must be submitted in writing by 4:30 p.m. CST on January 4, 2024. No addenda will be issued within 48 hours of the bid opening date and time.

Sincerely,

Leslie Mitchell, NIGP-CPP, CPPO, CPPB  
Williamson County Purchasing Agent



**Williamson County Election Commission  
Feasibility Study of Providing Hand Marked Paper Ballots (HMPB)  
as an Option for Williamson County Voters**

**Request for Qualifications (RFQ) and Scope of Services Sought**

**Introduction and Background**

Located just south of Nashville in Middle Tennessee, Williamson County is known for its high-performing schools, pristine recreational facilities, strong business climate, and wide range of restaurants and retail choices. The population of Williamson County was 247,426, as of the 2020 United States Census, which makes Williamson County the sixth-largest county in Tennessee. Williamson County is home to six municipalities: Brentwood, Fairview, Franklin, Nolensville, Thompson's Station, and Spring Hill. The county seat is Franklin, and Williamson County is part of the Nashville-Davidson–Murfreesboro–Franklin, TN Metropolitan Statistical Area.

The Williamson County Election Commission (WCEC) operates and conducts all federal, state, and local elections for the voters of Williamson County. Election administration is provided under the authority of the Tennessee Legislature in Title 2 of Tennessee Code Annotated.

Williamson County consistently ranks the highest in the state in percentage of voter turnout during federal and state general elections. Williamson County experienced 45.6% of voter turnout for the November 8, 2022 general election, with 86,015 ballots being cast from a total of 188,365 registered voters in the county. During this election, 57% of the ballots cast were during the 14-day early voting period, or by voters who cast an absentee/by-mail ballot. For the November 2020 presidential and general election, 140,331 ballots were cast in the election, 78.8% of the 178,103 total registered voters. Nearly 88% of the ballots cast were during the 14-day early voting period, or by voters who cast an absentee/by-mail ballot.

In 2019, WCEC adopted and implemented Election Day Convenient Vote Centers, consolidating 43 election day precinct-based voting locations to 25 election day convenience centers.

In 2023, WCEC concluded a competitive Request for Proposal (RFP) for the procurement of an election system to conduct the elections for Williamson County. The WCEC awarded the RFP to Election System & Software (ES&S), using the EVS 6.1.1.0 configuration of election equipment that includes Ballot Marking Devices (ExpressVote BMD), Scanner Tabulators (DS200 and DS450) and the ExpressVote ballot style provisioning enhancement.

**The WCEC is requesting written proposals from qualified parties to complete a Feasibility Study of Providing Hand Marked Paper Ballots (HMPB) as an Option for Williamson County Voters.**

**Scope of Services Sought Purpose**

The purpose of this Scope of Services Sought is to outline the objectives of a Feasibility Study of Providing Hand Marked Paper Ballots (HMPB) with full Early Voting as historically provided as an Option for Williamson County Voters as determined by the WCEC.

**Scope of Services Sought and Objectives of the Feasibility Study**

To complete an assessment of the WCEC current functions and capabilities, including evaluation of existing policies and procedures to identify WCEC strengths, weaknesses, opportunities, and threats (S.W.O.T. analysis).

To identify the issues and impacts that must be considered and addressed in order for the WCEC to consider providing Hand Marked Paper Ballots (HMPB) as an option for Williamson County Voters. An evaluation of issues and impacts should include, but may not be limited to, an assessment of Williamson County voter attitudes and perspectives relative to HMPB, utilization rates and experience of peer counties utilizing HMPB across the United States, benefits and challenges experienced by voters, operational considerations, and fiscal budgetary considerations.

To provide a Change Management and Implementation Plan for providing HMPB as an option for Williamson County Voters.

**Qualification Requirements**

Interested parties should have proficiency in organizational change management, and experience in various election systems and processes. Interested parties should have knowledge of Federal and State election laws and requirements. Interested parties must demonstrate knowledge and experience with U.S. Election Assistance Commission's (EAC) Election Management Guidelines (EMG).

**Request for Qualifications (RFQ) Information Requested**

Respondents to this RFQ shall include the following information in their proposal:

- 1) Describe respondent's understanding of the study and the planned approach to achieve the objectives of the project. Submittal shall include a listing of contemplated tasks and a proposed schedule, including related expectations/obligations of the WCEC needed to complete the study.
- 2) Provide a fee proposal. Fees shall include all meetings needed to successfully complete the study and all reimbursable costs.
- 3) List the names of any organization or individual consultants that are intended to be used on the study and the specific services to be provided by the organizations or individual

consultants. For each organization or individual consultant, provide professional curriculum vitae and/or references.

### **Selection Process**

The successful proposer will be selected by the WCEC in the sole discretion of the WCEC based on an assessment of the qualifications of the proposer to complete the objectives of this study. The decision of the WCEC shall be final, and there shall be no appeals allowed. Proposers shall be advised that the WCEC may decline all proposals at its discretion.

### **Assessment of Qualifications Evaluation Criteria**

- Understanding of scope of study and planned approach – 20 points
- Experience and proficiency in various elections systems and processes – 20 points
- Experience and proficiency in organizational change management – 20 points
- Knowledge and experience with U.S. Election Assistance Commission's (EAC) Election Management Guidelines (EMG) – 10 points
- Compliance with Local, State, and Federal requirements – 10 points
- Implementation Plan and Timeline to complete study – 10 points
- Cost – 10 points

**Signature Page**  
**Williamson County Election Commission**  
**Feasibility Study of Providing Hand Marked Paper Ballots as an Option for Williamson County**  
**Voters**

Company Name \_\_\_\_\_

Physical Address \_\_\_\_\_

\_\_\_\_\_

Remittance Address \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Date \_\_\_\_\_

***Ethical Standard Affidavit.***

**State of Tennessee**

**County of Williamson County**

***Ethical Standard Affidavit.*** After first being duly sworn according to law, the undersigned (“Affiant”) states that he/she has the legal authority to swear to this on behalf of \_\_\_\_\_ (“Contractor”) that no part of any other governmental monies provided for the services or products contemplated in this Agreement which was received from the State of Tennessee and/or Williamson County shall be paid directly to an employee or official of the State of Tennessee or Williamson County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the County or the Contractor in connection with any work contemplated or performed relative to this Agreement. Affiant and Contractor further swears that no federally, state, or county appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, any employee of the State of Tennessee, or employee of Williamson County in connection with the awarding of any federal, state, or county contract, the making or awarding of any government grant, the making of any government loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal, state or county contract, grant, loan, or cooperative agreement.

**Affiant**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH  
THE IRAN DIVESTMENT ACT**

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

**Certification Requirements.**

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

**CERTIFICATION:**

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

\_\_\_\_\_  
Printed Respondent Name Printed Name of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

**FAIR EMPLOYMENT PRACTICES AFFIDAVIT**

**State of** \_\_\_\_\_ **County of** \_\_\_\_\_

***Fair Employment Practices Affidavit:*** After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the \_\_\_\_\_ (Offeror) and that by its employment policy, standards, and practices the Offeror 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 his/her race, creed, color, national origin, age, or sex, and that the Offeror is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

***And Further Affiant sayeth not:***

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**IMMIGRATION ATTESTATION  
AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

CONTRACTOR'S LEGAL ENTITY NAME \_\_\_\_\_

CONTRACTOR'S TENNESSEE LICENSE NUMBER \_\_\_\_\_

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of the Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of any Services under this Agreement.

By executing this affidavit, the undersigned person or entity verifies its compliance with the Tennessee Lawful Employment Act codified at *Tennessee Code Annotated, Section 50-1-701, et. seq.*, stating affirmatively that the Contractor which is contracting with Williamson County government has registered with and is participating in the federal work authorization program commonly known as E-Verify or has obtained and maintains copies of the required documents in accordance with the applicable provisions of the Tennessee Lawful Employment Act.

The Contractor further agrees that it will continue to comply with all provisions of the Tennessee Lawful Employment Act, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who comply with the applicable provisions of the Tennessee Lawful Employment Act.

The undersigned person or entity further agrees to maintain records of the documents or of such compliance including documentation for all subcontractor(s) retained to perform such service on behalf of the Contractor for the minimum period provided in the Tennessee Lawful Employment Act.

\_\_\_\_\_  
BY: Authorized Officer or Agent Date  
(Name of Person or Entity)

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH  
Tennessee Code Annotated, Section 12-4-119**

Effective July 1, 2022, this form must be submitted for any contract that is \$250,000.00 or more to comply with Tenn. Code Ann. § 12-4-119, et seq., ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with Williamson County, Tennessee which has ten (10) or more employees and is for \$250,000.00 or more in value.

**Certification Requirements.**

No state agency or local government shall enter into any contract subject to the Act or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it.

**CERTIFICATION:**

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Authorized Official certifies, and in the case of a joint bid or contract each party thereto certifies, as to its own organization, will not for the duration of the contract engage in, a boycott of Israel in any manner.

Authorized Official represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

## ***Business Tax and License Affidavit***

***Business Tax and License Affidavit.*** The undersigned, ("Affiant"), states that he/she has the legal authority to swear to this on behalf of \_\_\_\_\_, ("Contractor"); that Contractor is not in any manner in violation of *Tennessee Code Annotated, Section, 5-14-108(l)* which provides that "(n)o purchase shall be made or purchase order or contract of purchase issued for tangible personal property or services by county officials or employees, acting in their official capacity, from any firm or individual whose business tax or license is delinquent." Affiant affirms and warrants that Contractor's licenses are currently valid and all business taxes have been paid and are current as of the date of this affidavit. Contractor is licensed and pays business taxes in \_\_\_\_\_ (County), Tennessee.

### **Affiant**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

The following are general contract terms that may be applicable to the purchase of services or goods. The terms contained herein are not to be viewed as an all-inclusive list of terms having the effect of excluding other terms. County reserves the absolute right to revise, delete, or add terms and obligations as County determines are in its best interest.

### CONTRACT FOR CONSULTANT SERVICES

THIS CONTRACT FOR CONSULTING SERVICES ("Contract") is made by and between WILLIAMSON COUNTY, TENNESSEE, located at 1320 West Main Street, Suite 125, Franklin, TN 37064 (hereinafter the "COUNTY"), and \_\_\_\_\_ a \_\_\_\_\_ with its principal office located at \_\_\_\_\_ (hereinafter "CONSULTANT").

WHEREAS, COUNTY determined that consulting services are needed to assess and study the feasibility of hand marked paper ballots; and

WHEREAS, COUNTY received requests for qualifications from qualified companies and conducted interviews eventually selecting \_\_\_\_\_.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, COUNTY and CONSULTANT hereby agree as follows:

1. **Retention.** COUNTY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform a feasibility study on the possible use of hand marked paper ballots during federal, state, and local elections.

2. **Work and Scope of Work.** CONSULTANT shall provide the services (hereinafter "Work") as set forth in the Request for Qualifications ("RFQ") to conduct a Feasibility Study of Providing Hand Marked Paper Ballots and the CONSULTANT'S proposal dated \_\_\_\_\_ and submitted by CONSULTANT in response to the RFQ which is attached hereto as Attachment A and made a part of this Contract by reference.

3. **Contract and Precedence.** In the event that there is a conflict between this Contract and any part of the proposal or any other terms and conditions provided by CONSULTANT, this Contract shall prevail.

4. **Representation of CONSULTANT.** CONSULTANT warrants that: (a) it will perform the Work in a competent and workmanlike manner in accordance with the level of professional care customarily observed by professionals rendering similar services; (b) the Work, work product, and/or other materials provided by or on behalf of CONSULTANT will not violate or infringe any third party's patents, trade secrets, trademarks, or other proprietary rights; (c) it and its personnel will comply with applicable ordinances, codes, standards, laws, rules, regulations, and orders of any governmental authority having jurisdiction over CONSULTANT'S performance of the Work, and will hold and fully comply with all required licenses, permits, and approvals; (d) it has all rights necessary for (and is not subject to any restriction, penalty, contract, commitment, law, rule, regulation, or order which is violated by its execution and delivery of this Contract and performance of its obligations under this Contract); and (e) all personnel are authorized to lawfully perform the Work pursuant to applicable immigration and work status laws.

5. **Time for Completion.** The Term of this Contract shall extend from the date this Contract is fully executed by the parties and shall continue until CONSULTANT has satisfactorily completed the Work and fulfilled all contractual obligations contained herein to the satisfaction of COUNTY unless otherwise terminated as provided herein. This Contract may be extended by written agreement of the parties. The option to extend shall be exercised and in the discretion of COUNTY and approved by the Purchasing Agent.

6. **Termination.**

6.1. **Termination - Breach.** Should CONSULTANT 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, COUNTY shall provide notice to CONSULTANT to cure the breach. CONSULTANT shall have ten (10) calendar days

to cure the breach. Should CONSULTANT fail to cure the breach within the ten (10) days then COUNTY shall have the right to immediately terminate this Contract. Such termination shall not relieve CONSULTANT of any liability to COUNTY for damages sustained by virtue of any breach by CONSULTANT.

6.2. Termination - Funding. Should funding for the Work provided under this Contract be discontinued for failure of COUNTY's legislative body to appropriate the funds for the Work, COUNTY shall have the right to terminate this Contract upon providing written notice to CONSULTANT to be effective on the last day of the then current fiscal year. CONSULTANT shall be paid for all unpaid Work conducted by CONSULTANT which is required to fulfill CONSULTANT's obligations up to the time of termination. Termination by COUNTY for lack of funding shall not in any way be considered a breach of this Contract by COUNTY and no penalties shall be assessed against COUNTY.

6.3 Termination - Notice. COUNTY may terminate this Contract at any time upon thirty (30) calendar days' written notice to CONSULTANT. Termination will become effective thirty (30) days after the date of the notice of termination unless COUNTY's notice provides for a different termination date beyond the thirty (30) day notice. CONSULTANT shall be compensated for the provision of the Work that CONSULTANT performed prior to the termination date, and which is required to complete the Work.

6.4. Termination - Bankruptcy. COUNTY may terminate this Contract if CONSULTANT, or any successor or assignee of CONSULTANT, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act or shall make assignment for the benefit of creditors or if involuntary proceedings under any bankruptcy laws or insolvency act shall be instituted against CONSULTANT, or if a receiver or trustee shall be appointed for all or substantially all of the property of CONSULTANT, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within sixty (60) days after the institution or appointment.

7. Project Fee.

7.1. COUNTY shall pay to CONSULTANT, compensation for the provision of the Work as described in \_\_\_\_\_. The fee shall include all labor and material, and transportation necessary for the completion of the Work. The fee shall not be modified except by change order as provided for in this Contract or by an addendum expanding the scope of work.

7.2. COUNTY shall pay CONSULTANT the fee in accordance with the procedures set forth in the proposal. CONSULTANT shall submit a detailed invoice for the period ending on the last day of the prior month in which CONSULTANT completed the Work in accordance with the rates provided in the proposal. Each Payment Request shall be signed by authorized representatives of CONSULTANT and shall constitute CONSULTANT's representation that the progress of Work has reached the level for which payment is requested, that the Work has been properly performed in strict compliance with this Contract, and that CONSULTANT knows of no reason why payment should not be made as requested. COUNTY shall make every reasonable attempt to make payment to CONSULTANT within thirty (30) days following the receipt of the detailed invoice. The amount of each such payment shall be the amount less such amounts, if any, otherwise owing by CONSULTANT to COUNTY or which COUNTY shall have the right to withhold as authorized by this Contract. Payment of any invoice by COUNTY shall not preclude COUNTY from the exercise of any of its rights as set forth in this Contract.

7.3 In addition to the fees payable under Section 7.1, and subject to the limitations of the amount appropriated for the Work, COUNTY agrees to reimburse CONSULTANT for all actual, reasonable, and verifiable out-of-pocket expenses incurred by CONSULTANT (excluding personnel costs) in performing its duties and responsibilities. These reimbursable expenses are limited to the actual costs to CONSULTANT of prints, reproductions, postage, couriers, on-line services, lodging, and travel. The amounts to be reimbursed by COUNTY pursuant to this Contract shall be paid monthly after receipt by COUNTY of a bill therefor, accompanied by detailed supporting statements or invoices. COUNTY shall

not be responsible for any expense that is not accompanied with the required supporting documentation.

7.4 Neither payment to CONSULTANT nor any other act or omission by COUNTY shall be interpreted or construed as an acceptance of any Work or work product of CONSULTANT not strictly in compliance with this Contract.

8. Acceptance of Payment. The acceptance by CONSULTANT of any payment made under this Contract shall operate as and be a release of COUNTY from all claims and liabilities for compensation to, or claimed by, CONSULTANT for anything done, finished, or relating to the Work for which payment is requested. However, approval or payment by COUNTY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents, and consultants for the accuracy and/ or competency of the information provided or Work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by COUNTY for any defect or error in the Work prepared by CONSULTANT, its employees, subcontractors, agents, or consultants.

9. Change in Work Scope. Changes to the Work within the general scope of this Contract shall be ordered by change order and must be submitted in writing. To be authorized and implemented, all change orders shall be prepared and signed by the parties. To be effective, all change orders shall be approved by COUNTY legislative body and signed by the County Mayor, the Williamson County Purchasing Agent, and CONSULTANT.

10. Opinions. Opinions of probable project costs, construction costs, analysis concerning alternative choices and costs of operations and maintenance costs are made on the basis of CONSULTANT's experience and judgment as an experienced and qualified professional and represents that such opinion is made on the basis of its experience and professional judgement. The parties acknowledge that changes in the costs of labor, material, equipment, services, and other market conditions are outside the control of CONSULTANT.

11. Information Provided by COUNTY.

11.1 If requested in writing by CONSULTANT, COUNTY shall furnish to CONSULTANT any and all written and tangible material known by COUNTY to be in its possession related to the Work to be provided by CONSULTANT. Such written and tangible material is furnished to CONSULTANT only in order to make complete disclosure of such material in the possession of COUNTY and for no other purpose. By furnishing such material, COUNTY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor.

11.2 CONSULTANT has total responsibility for the accuracy and completeness of all data, documentation, and estimates prepared, obtained, or received by CONSULTANT related to the Work and shall check all such material accordingly. While COUNTY may review such data, documentation, and details for quality, completeness, and conformity, the responsibility for accuracy and completeness of such items remains solely that of CONSULTANT.

12. Corrections. In addition to the indemnification obligations of CONSULTANT, CONSULTANT shall correct, at its expense, any errors in the Work which may be disclosed during COUNTY's review of CONSULTANT's report or work product. Errors in the Work as referred to above do not include and shall be in addition to "redlines" or other standard corrections which are provided to CONSULTANT by COUNTY.

13. Independent Contractor. CONSULTANT is an independent contractor. CONSULTANT shall not be deemed for any purpose to be an employee of COUNTY. COUNTY shall not be responsible to CONSULTANT or any governing body for any payroll-related taxes related to the performance of the Work, including but not limited to withholding or other taxes related to federal or state income tax, social security benefits, or unemployment compensation. CONSULTANT further represents and warrants that CONSULTANT qualified as an independent contractor under the provisions of the Internal Revenue Code and its common law, and as such CONSULTANT is filing all required forms and necessary payments appropriate to CONSULTANT'S tax status. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power, or authority to enter into any contract for or on behalf of, or incur any obligation or liability on behalf of, or to otherwise bind, the other party. This Contract shall not be interpreted or construed to create an

employment relationship, an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party. CONSULTANT will not subcontract any Work or delegate any of its obligations under this Contract or any Work without the prior written consent of COUNTY. If COUNTY so consents, CONSULTANT will ensure that any such subcontractor is bound to the terms of this Contract. Notwithstanding the existence or terms of any subcontract, CONSULTANT is responsible for the full performance of the Work and for its subcontractors' compliance with the terms of this Contract.

14. Ownership of Documents. All reports and reproducible documents, and other data developed by CONSULTANT for the purpose of this Contract shall become the property of COUNTY without restriction or limitation in connection with COUNTY's use. COUNTY may reuse any and all reports, studies, and documents without the need for consent of CONSULTANT. Upon delivery and of acceptance of the Work product or upon notice of breach, CONSULTANT shall deliver all documents, reports, and applicable data to COUNTY within five (5) workdays.

15. Proprietary Rights. The Work and work product has been specifically ordered and commissioned by COUNTY. CONSULTANT agrees that the work product is a "work made for hire" for copyright purposes, with all copyrights in the Work and work product owned by COUNTY upon payment to CONSULTANT for the particular Work. To the extent that the work product does not qualify as a work made for hire under applicable law, and to the extent that the work product includes material subject to copyright, patent, trade secret, or any proprietary rights protection, CONSULTANT hereby assigns to COUNTY (or to such of its affiliates as it may designate), its successors and assigns, all right, title, and interest in and to the work product, including, but not limited to, all rights in and to any inventions, designs, and proprietary rights embodied in the work product or developed in the course of CONSULTANT's creation of the work product. The foregoing assignment includes granting of a license under any current and future patents owned or licensable by CONSULTANT to the extent necessary to combine the work product or any derivative works or modifications thereof with any product, service, offering, software, or intellectual property of COUNTY. At any time upon request from COUNTY and upon termination or expiration of this Contract, CONSULTANT will deliver to COUNTY in tangible form all materials containing work product, whether complete or in process.

16. Assigning. CONSULTANT shall not assign, or transfer any of the Work to be performed by CONSULTANT without the prior written consent of COUNTY. Any assignment or subcontracting in violation hereof shall be void and unenforceable and shall be deemed a material breach of this Contract. CONSULTANT shall be as fully responsible to COUNTY for the acts and omissions of its subcontractors or subconsultants as it is for the acts and omissions of people directly employed by it. CONSULTANT shall require each subcontractor or subconsultant, approved by COUNTY, to agree in its contract to observe and be bound by all obligations and conditions of this Contract to which CONSULTANT is bound.

17. Standard of Care. The Work performed by CONSULTANT shall be conducted in accordance with the skill and care ordinarily exercised by members of the same profession performing the same or similar Work at the time the Work is performed by CONSULTANT. CONSULTANT hereby represents that the labor furnished under this Contract shall be competent to perform the tasks undertaken, and that the completed Work Product will be in accordance with this Contract.

18. Indemnification.

18.1 CONSULTANT shall indemnify and hold COUNTY harmless from any and all damages, claims, liability, losses, injuries, death and causes of actions of any kind or nature arising out of a negligent error, omission, or act of CONSULTANT, its agents, representatives, employees, subconsultants, subcontractors or assigns, incident to or arising out of or resulting from the performance of the Work under this Contract excepting those actual damages, liabilities, or costs to the extent caused by COUNTY's negligent acts, errors, or omissions. CONSULTANT shall pay all such claims and losses of any kind or nature whatsoever, in connection therewith, including COUNTY's attorney's fees and expenses in the defense of any action in law or equity brought against COUNTY arising from the

negligent error, omission, or act of CONSULTANT, its subconsultants or subcontractors or their agents, representatives, employees, or assigns, incident to, arising out of or resulting from the performance of the professional services contemplated by this Contract.

18.2. CONSULTANT agrees and recognizes that COUNTY shall not be held liable or responsible for any claims, including the costs and expenses of defending such claims which may result from or arise out of the actions or omissions of CONSULTANT, its agents, representatives, employees, subconsultants, subcontractors, or assigns. In reviewing, approving, or rejecting any submissions or acts of CONSULTANT, COUNTY in no way assumes or shares responsibility or liability of CONSULTANT, or its subconsultants, their employees, agents or assigns.

18.3 CONSULTANT's obligation to indemnify and hold COUNTY harmless shall survive the termination of this Contract.

19. Meetings. CONSULTANT shall attend all public hearings and public meetings in which COUNTY's appeal will be discussed.

20. Insurance. Without limiting its liability under this Contract, CONSULTANT will procure and maintain at his/her expense during the life of this Contract the following insurance types and in the minimum amounts and manner stated as follows:

20.1. General Liability – Must be on an Occurrence Form, Claims Made is Not Acceptable, and will include:

- 20.1.1 Per Occurrence limit of not less than \$1,000,000
- 20.1.2 General Aggregate will not be less than \$2,000,000
- 20.1.3 Medical Expense Limit will not be less than \$5,000 on any one person.
- 20.1.4 Completed Operations, including on-going operations in favor of the Additional Insured
- 20.1.5 Contractual Liability
- 20.1.6 Personal Injury

20.2. Professional Liability -Professional errors and omissions insurance in the amount not less than \$1,000,000

20.3. Business Auto Liability (including owned, non-owned and hired vehicles):

- 20.3.1 Combined Single Limit \$1,000,000 or
- 20.3.2 Split Limit:
  - Bodily Injury: \$1,000,000 Each Person, \$1,000,000 Each Accident
  - Property Damage: \$1,000,000 Each Accident

20.4. Workers Compensation

- 20.4.1 State: Statutory
- 20.4.2 Employer's Liability:
  - \$1,000,000 per Accident
  - \$1,000,000 Disease, Policy Limit
  - \$1,000,000 Disease Each Employee

20.5 The Commercial General Liability policy will name Williamson County, Tennessee government as an Additional Insured with respect to the contract only. Said insurance must be written by a company or companies licensed to do business in the State of Tennessee and satisfactory to Williamson County Government Risk Management. Before commencing any Work hereunder, a Certificate of Insurance evidencing the maintenance of said insurance will be furnished to Williamson County Government Risk Management. All insurance provided by CONSULTANT in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by COUNTY.

21. Codes, Ordinances and Laws. CONSULTANT shall conduct the Work in accordance with applicable laws, ordinances, regulations, and rules (Federal, State, or County).

22. Resolution by Court of Law; Non-binding Mediation. Claims, disputes, or other matters in question between the parties to this Contract arising out of or relating to this Contract or breach thereof, shall be subject to and decided by a court of law. The parties can agree to non-binding mediation prior to litigation.

23. Choice of Law. The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof, shall be governed exclusively by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONSULTANT may provide.

24. Venue. Any action between the parties arising from this Contract shall be maintained exclusively in the courts of Williamson County, Tennessee.

25. Notices.

25.1. Delivery. Except as otherwise provided herein, any notice or other communication between the parties regarding the matters contemplated by this Contract may be sent by United States mail (first class, airmail or express mail), commercial courier, facsimile or electronic mail, in each case delivered to the address set forth below for the recipient.

25.2. Receipt. Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

25.3. Addresses:

i. If to COUNTY: Williamson County, Tennessee  
1320 West Main Street, Suite 125  
Franklin, TN 37064

ii. If to CONSULTANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

26. Tennessee Open Records Act. COUNTY is subject to the Tennessee Open Records Act. This may require COUNTY to provide requested documents to members of the public or press including, but not limited to, a copy of this Contract or any other document provided by or on behalf of COUNTY. Compliance by COUNTY with the Open Records Act shall not be a breach of this Contract. Should COUNTY receive a public records request that includes the provision of any document provided by CONSULTANT that is marked confidential information of CONSULTANT, COUNTY shall give CONSULTANT up to five (5) calendar days written notice to object to the provision of the documents, including the basis for the objection. Upon receipt of CONSULTANT's written objection, COUNTY shall determine, in its sole discretion, whether the objection provides an exception to the Tennessee Open Records Act. If COUNTY determines that there is no exception to the Tennessee Open Records Act, COUNTY will furnish only that portion of CONSULTANT's information that is legally required.

27. Severability. Should any court of competent jurisdiction declare any provision of this Contract invalid then such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

28. Entire Contract. The complete understanding between the parties is set out in this Contract, and this Contract supersedes and voids all prior and contemporaneous understandings, proposals, letters, contracts, or conditions expressed or implied, oral or written, except as herein contained. Any amendment, modification,

waiver, or discharge of any requirement of this Contract will not be effective unless in writing signed by the parties hereto or by their authorized representatives.

29. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Contract, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

30. Employment Practices. CONSULTANT 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. CONSULTANT, if applicable, agrees to execute the Fair Employment Affidavit included in this Contract evidencing CONSULTANT's compliance of this policy.

31. Employment of Illegal Immigrants. CONSULTANT shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws. Failure to comply with the requirements of these immigration laws or other applicable laws is considered a material breach of this Contract and may lead to civil penalties and debarment or suspension from being a contractor or subcontractor under contracts with COUNTY.

32. Maintenance of Records and Audit Rights. CONSULTANT shall maintain documentation for all charges or amounts paid by COUNTY. The books, records, and documents of CONSULTANT, insofar as they relate to Work performed or money received under this 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 COUNTY or its duly appointed representatives. The books and records shall be maintained in accordance with generally accepted accounting principles.

33. Anti-Deficiency Clause. Nothing contained in this Contract shall be construed as binding COUNTY to expend any sum in excess of appropriations made by its Legislative Body for the purposes of this Contract, or as involving COUNTY in any contract or other obligation for the further expenditure of money in excess of such appropriations.

34. Contract Construction. The provisions of this Contract shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties.

35. Licenses and Certifications. CONSULTANT shall secure all necessary business and professional licenses at its sole expense prior to executing this Contract.

36. Contingent Fees. CONSULTANT hereby represents that CONSULTANT has not been retained or retained persons to solicit or secure this 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.

37. Gratuities and Kickbacks. CONSULTANT understands and agrees that it shall be a breach of ethical standards for any person to offer, give, or agree to give any COUNTY employee or former COUNTY employee, or for any COUNTY employee or former COUNTY 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. It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of CONSULTANT, 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.

38. Time is of the Essence. Since this project is funded by public money, CONSULTANT shall perform the Work with reasonable diligence and expediency with respect to the performance of all obligations to be performed or observed by the parties. This section does not limit any other remedy available to COUNTY.

39. Liens. CONSULTANT understands and accepts that Tennessee law forbids any liens being placed on governmental property. CONSULTANT shall not place any liens on any property that is purchased as a result of this Contract or in relation to any of the services purchased. CONSULTANT shall notify COUNTY immediately once it becomes aware of any action to attach a lien is initiated.

40. Conflicting Terms. The parties agree that should the language in this Contract conflict with any language included in any documentation whether provided for by CONSULTANT or on behalf of CONSULTANT, then the language or terms of this Contract shall be controlling.

41. Headings. The headings in this Contract are for convenience and reference and are not intended to define or limit the scope of any provisions of this Contract.

42. Effective Date. This Agreement shall not be binding upon the parties until it has been signed first by CONSULTANT and then by the authorized representatives of COUNTY concerning the availability of funds and has been filed in the office of the Williamson County Mayor.

**LAST ITEM ON PAGE**

**SIGNATURE PAGE TO FOLLOW**

**WILLIAMSON COUNTY, TENNESSEE:**

\_\_\_\_\_  
**Rogers Anderson, Williamson County Mayor**

**APPROVED AS TO AVAILABILITY OF FUNDS:**

\_\_\_\_\_  
**Director of Finance**

**APPROVED AS TO INSURANCE:**

\_\_\_\_\_  
**Department of Risk Management**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Williamson County Attorney**

**FILED IN THE OFFICE OF THE  
WILLIAMSON COUNTY MAYOR:**

**Date:** \_\_\_\_\_

**CONSULTANT:**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Sworn to and subscribed to before me, a  
Notary Public, this \_\_\_ day of \_\_\_\_\_,  
20\_\_\_, by \_\_\_\_\_, the  
\_\_\_\_\_ of CONSULTANT and duly  
authorized to execute this instrument on  
CONSULTANT's behalf.

\_\_\_\_\_  
**Notary Public**  
**My Commission Expires:** \_\_\_\_\_

Williamson County\Agreements\Election Commission\BID  
DOCUMENTS\Feasibility Study-Hand Marked Paper Ballots\2023.09.13 Feasibility  
Study Consultant.docx"