

**Request for Quotation 285248,4**

Title **Automated License Plate Reader/Recognition (ALPR) system**  
 Amendment Date **10-NOV-2022 13:22:29**  
 Amendment Description **Updates the Solicitation Objective to reflect updated language regarding the timing of the Public Hearing and to remove the requirement that awarded vendors will provide presentations on their technology and answer questions from the public. Updates Multi-Round Solicitation section to provide similar language already include in the evaluation criteria section pertaining to the evaluation taking place for each proposed solution.**

Preview Date **10-NOV-2022 13:22:29**  
 Close Date **17-NOV-2022 14:00:00**  
 Time Zone **Central Time**

Open Date **10-NOV-2022 13:22:29**  
 Award Date **Not Specified**

*Please submit your response to:*

Company **METRO\_GG**  
 Buyer **Ray, Terri**  
 Location **METRO\_GG**  
**PO BOX 196300**  
**Nashville, TN 37219-6300**  
**United States**  
 Phone **615-8626669**  
 Fax  
 Email **Terri.Ray@nashville.gov**

*When submitting your response, please include the following information.*

Your Company Name	
Address	
Contact Details	
Response Valid Until	

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## 1 Header Information

### 1.1 General Information

Title	<b>Automated License Plate Reader/Recognition (ALPR) system</b>		
Description	<b>Automated License Plate Reader/Recognition (ALPR) system</b>		
Amendment Date	<b>10-NOV-2022 13:22:29</b>		
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Close Date	<b>17-NOV-2022 14:00:00</b>	Award Date	<b>Not Specified</b>
Time Zone	<b>Central Time</b>	Buyer	<b>Ray, Terri</b>
Quote Style	<b>Sealed</b>	Email	<b>Terri.Ray@nashville.gov</b>
Outcome	<b>Contract Purchase Agreement</b>		

### 1.2 Terms

Effective Start Date	<b>Not Specified</b>	Effective End Date	<b>Not Specified</b>
Ship-To Address	<b>1 Metro Site Location   1590 Reference Addr In Solicitation Nashville, TN 37210 United States</b>	Bill-To Address	<b>Bill To: Metro Payment Service Bill To: Metro Payment Service Po Box 196301 Nashville, TN 37219 United States</b>
Payment Terms	<b>N30</b>	Carrier	
FOB	<b>DELIVERY</b>	Freight Terms	<b>SUPPLIER PREPAID</b>
Currency	<b>USD (US Dollar)</b>	Price Precision	<b>Any</b>
Total Agreement Amount (USD)	<b>Not Specified</b>		

### 1.3 Requirements

<b>RFP Solicitation (Selection) Method</b>
Request for Proposal Pursuant to Metropolitan Code of Laws (M.C.L.) Section 4.12.040, this solicitation document serves as the written determination of the Purchasing Agent, that the use of competitive sealed bidding is neither practicable nor advantageous to Metro. Therefore, this solicitation will facilitate the entering into of contract(s) by the competitive sealed proposals process. The proposal process, flexibility and limitations are governed by the Code and related Procurement Regulations. The proposal selection method permits discussions with offerors who submit proposals determined to be reasonably susceptible of being selected for award. Modifications in proposal content, comparative judgmental evaluations of the proposals, corrections, and scope adjustments, may occur at the request of the Purchasing Agent or their designee. There may be one or more amendments to this solicitation. Solicitation amendments are included as updates to the original solicitation. It is the offeror's responsibility to remain informed on all solicitation amendments and submit the solicitation response incorporating all amendments. Offers to Metro online solicitations are required to be submitted within the iSupplier online environment unless otherwise stated. Hard copy offers will not be considered except as required by law. Any response to this solicitation is a formal waiver of any claims of confidentiality regardless of what may be stated, printed, or implied in the submission and/or attachments submitted. All information is made a Public Record after an award is made. The only official position of Metro is found within this solicitation document including answers provided in response to questions raised. The online discussion tool within iSupplier is the appropriate tool for all questions or communications concerning this solicitation. Metro reserves the right to issue additional rounds as it deems necessary for the purposes of evaluation. Additional rounds may include, but not be limited to, Offeror interviews. Metro reserves the right to make multiple awards for a contract if it is deemed in the best interest of Metro.

<b>RFP Solicitation (Selection) Method</b>
<b>Type No Response Required</b>
<b>Solicitation Objective</b>
<p>The objective of this solicitation is to enter into an indefinite delivery/indefinite quantity (IDIQ) contract(s). This would result in multi-awards based on the proposed solution (i.e., fixed-LPR, vehicle-based mobile LPR, and trailer-based mobile LPR); therefore, the intent to awards would be issued to one or more of the top scoring Offerors for each proposed solution. This solicitation and the scope of services to be provided shall adhere to M.C.L. 13.08.080 (See link in Notes and Attachments section of Solicitation). Consistent with M.C.L. 13.08.080, a public hearing will be held prior to any Contract being executed and filed in the Metro Clerk's Office. The resulting awarded contract would be for an initial six (6) month pilot program period plus time for Metro Council determination and approval to extend the contract. Prior to two weeks before the conclusion of the pilot program period, documentation would be submitted to Metro Council for consideration of future use of LPR Technology Solution. If the LPR Technology Solution is approved, then the contracts may be extended up to a maximum of sixty (60) months total which includes the six (6) month pilot program. Contracts would be negotiated accordingly and executed for an initial six (6) month period plus time for Metro Council determination and approval with the option to extend as stated above.</p>
<b>Type No Response Required</b>
<b>Multi-Round Solicitation</b>
<p>This is a multi-round solicitation that will consist of at least four (4) rounds. Metro reserves the right for additional rounds if deemed necessary. Offerors may submit response for multiple solutions (i.e., fixed-LPR, vehicle-based mobile LPR, and trailer-based mobile LPR). Offerors will be evaluated per the evaluation criteria below for each proposed solution (i.e., fixed-LPR, vehicle-based mobile LPR, and trailer-based mobile LPR). Round 1 Round 1 consists of project experience for a total of 50 points. Round 2 Offerors evaluated as qualified (acceptable or potentially acceptable) for the first round of this solicitation will be invited to the next round(s) wherein Offerors will submit detailed proposals. Such detailed proposals will be worth a total 100 points and, at a minimum, include categories of Methodology &amp; Business Plan, Service &amp; Maintenance, and Product Information. Round 3 Offerors evaluated as qualified (acceptable or potentially acceptable) for the second round of this solicitation will be invited to the next round(s) wherein Offerors will be required to provide the complete proposed solution for a 10-day RFP field evaluation period to demonstrate their ability to work within the parameters of the RFP to support a Nashville ALPR pilot program that is in compliance with applicable law and ordinances. (No ALPR data to be collected or maintained by MNPd personnel and no use of the technology to initiate any law enforcement activity.) It is anticipated that Offerors will have two (2) week timeframe for setup which includes shipping of equipment. The 10-day trial evaluation period will be worth a total of 150 points. Round 4 In the final round, Metro will seek cost information from any Offerors advanced to the final round evaluated as qualified (acceptable or potentially acceptable) from Round 3. The final round is worth a total of 50 points. Points from Round 1, 2, 3, and 4 will be added together to determine who receives the max points for each proposed solution.</p>
<b>Type No Response Required</b>
<b>Scope Summary</b>
<p>The Metropolitan Government of Nashville and Davidson County (Metro) is soliciting proposals for a Contractor to provide Automated License Plate Reader/Recognition (ALPR) System for the Metro Nashville Police Department (MNPd). The Automated License Plate Reader/Recognition (ALPR) System shall include all necessary hardware, software, subscriptions, licenses, training, maintenance, and/or support services necessary for mobile, fixed, and trailer-based ALPR implementations.</p>
<b>Type No Response Required</b>
<b>Scope Details</b>
<p>For fixed-based ALPR, contractors must be capable of providing full 'turnkey' services and will bear all associated costs to include: permitting, construction, installation of poles and other infrastructure, ALPR cameras equipment, maintenance and repair, routine servicing, system upgrades, wireless connectivity and related end-user training. The proposed system will be hosted by the offeror, who shall maintain all data as required by Metro. 1) Adherence to the Criminal Justice Information Services Security Policy. a) The</p>

<b>Scope Details</b>
<p>System shall be a secure, web-based CJIS-compliant system. All components of the system shall adhere to the most recent CJIS Security Policy set forth by Federal Bureau of Investigation (FBI) (see provided link in attachment section). 2) Contractor Requirements. a) Contractor shall provide all technical manuals pertaining to the System. The technical manuals shall be furnished in an electronic format. b) Contractor shall facilitate Installation and repairs through an authorized maintenance facility for ALPRs—employing trained and properly certified technicians. Contractor shall provide proof of technician(s)' certification. c) Contractor shall provide all cables, mounting components, and hardware required for Installation. If applicable, all System equipment shall be shipped to the Metro at no additional charge. 3) System Requirements. The System shall generally meet the following requirements: a) Create and produce operational reports in accordance with section Operational Reports below. b) At all times comply with the Metro Nashville Government Information Technology and Security Policies (see provided link in attachment section). c) Have a fully scalable, configurable, and customizable architecture designed to allow incremental changes in capacity and functionality. d) Function at night and in dim lighting situations, with no additional external lighting required other than lighting that is integrated within the hardware. e) Have the ability to interface and provide data to third-party solutions. f) Support a minimum of three (3) cameras operating independently and simultaneously for the mobile setup. g) Store records in accordance with federal, state, and local laws, rules, and regulations. h) System capabilities, user operations, records storage, and operational reporting must comply with Metropolitan Code Section 13.08.080 Deployment of surveillance or electronic data gathering devices onto public rights-of-way requires metropolitan council approval (see provided link in attachment section).</p>
<p>.....</p> <p><b>Type No Response Required</b></p>
<p>4) General Hardware Requirements. a) All equipment shall be ruggedized—allowing for operation in wet conditions, extreme hot and/or cold temperatures, and vibrations. b) All Data Storage shall be Solid State and ruggedized. c) The ALPR System camera(s) shall be capable of being mounted in a fixed or temporary location and shall be designed to meet the environmental conditions associated with a mounted installation. d) The System shall operate on any MDC without adversely affecting any other existing applications. e) All System components shall be Solid State. f) The System shall function at night and in dim lighting situations, with no additional external lighting required other than lighting that is integrated within the hardware. g) Cameras. i) The cameras shall be mounted and provide IR for license plate capture and color overview images for vehicle identification; ii) The cameras shall be mounted—either temporary or permanently—in such a way that an individual's field of view is not obstructed; iii) In a multi-camera configuration, each camera shall operate independently—a failure of one camera shall not prevent normal operation of any other camera; and iv) The camera(s) shall have the ability to read all readable license plates, including digitally printed plates, from all fifty (50) states including vanity plates, multiple plates and half-height characters, in both daylight and darkness. v) The Fixed Camera System shall be comprised of a minimum of one (1) self-illuminating IR camera(s) for effective license plate image capture in a variety of weather and lighting conditions. The number of cameras shall be contingent upon the location and need of the System; vi) The Mobile Camera System shall be comprised of a minimum of three (3) self-illuminating IR cameras for effective license plate image capture in a variety of weather and lighting conditions;</p>
<p>.....</p> <p><b>Type No Response Required</b></p>
<p>h) Additional Mobile Hardware Requirements. The following requirements shall be met: i) All peripherals shall be furnished by the Contractor. Contractor shall be able to provide a variety of camera mounting brackets or configurations to accommodate the vehicles' purposes and types; ii) The System shall not exceed the current power capabilities of twelve (12) volts and ten (10) amps; and iii) The camera(s) shall be capable of capturing license plates in any of the following scenarios: (1) An adjacent lane on either side of the patrol vehicle while driving through traffic and/or parking lots; (2) Traffic in an adjacent lane while parked on the side or shoulder of a roadway; (3) Any parking application from parallel to perpendicular parked car orientation with respect to the movement of the patrol vehicle, and (4) An adjacent lane to capture the rear license plate of the vehicle as it passes the patrol vehicle or vice versa. i) Additional Fixed-Mounted Hardware Requirements. i) All peripherals shall be furnished by the Contractor. Contractor shall be able to provide a variety of camera mounting brackets or configurations to accommodate a variety of fixed location sites; and ii) Contractor will provide voltage and power capabilities for the various platforms.</p>

Scope Details
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<p>5) System Storage and Management Software (the 'Software'): a) The System shall be role-based and rights-based. b) The System shall integrate with MNPd's Active Directory for single sign-on and group-based permissioning. c) Contractor shall work with MNPd as needed for system interfacing, data conversion, transfer, and/or migration of existing and/or historical data. d) Browser-based applications shall be able to operate on MNPd-approved web browsers, and support all subsequent versions. e) Any client-based applications shall be developed to function in a current, or subsequent, MNPd-approved operating environment. f) The MNPd System Administrator shall have the capability to access granular audit logs for all activity in the system by every user, system administrator, and automated process, and set retention of all audit logs, including user access audit history, for a period of not less than three years, which will include at a minimum; i) The date and time stamp, if such data elements are not deleted due to the retention period set per Section 6(g) below. Data exempt from deletion under Section 6(g) below, such as data that will be used as evidence in a felony offense or traffic or parking offense, must be preserved for the audit trail [G.5(a)]; ii) The license plate number or other data elements used to query the ALPR system, if such data elements are not deleted due to the retention period set per Section 6(g) below. Data exempt from deletion under Section 6(g) below, such as data that will be used as evidence in a felony offense or traffic or parking offense, must be preserved for the audit trail [G.5(b)]; iii) The username of the person who accessed the information [G.5(c)]; and iv) The purpose for accessing the information [G.5(d)];</p> <p>.....</p>
<p><b>Type No Response Required</b></p>
<p>g) The system shall provide automated features and interfaces to enforce the requirement that ALPR data, including but not limited to license plate number, vehicle description, location and data/time stamp shall only be retained up to a retention time (in days) set by the System Administrator, unless it is evidence in a criminal offense or civil traffic or parking offense, subject to a properly issued warrant, subpoena, public records request or court order, or where the department has been instructed to preserve such data by the department of Law in relation to pending litigation or anticipated litigation. i) All data retained past the retention schedule shall include fields capturing the person requesting the data to be retained, incident number, purpose of the preservation, and if approved, the approving supervisor. h) The authorized purposes for using the ALPR system and collecting ALPR information, which shall be limited to the following; i) Investigating and prosecuting felony offenses and criminal offenses associated with violent crimes including gun violence, homicide, and assault; and reckless driving including illegal drag racing activity at speeds in excess of 70 miles per hour; ii) Identification and recovery of stolen vehicles and stolen license plates; iii) Detecting traffic or parking offenses; iv) Operating a smart parking or curb management program; and v) Assisting in missing persons cases including Amer and Silver Alerts. [G.1(a).i.] i) The ALPR system shall not retain any personally identifiable information. [G.4(d)] j) The ALPR system shall provide MNPd with exclusive administrative control over the sharing or selling of ALPR data collected by MNPd. [G.4(e)] k) The system shall provide granular user access control to include the ability to allow or deny individual functions and features within a role.</p> <p>.....</p>
<p><b>Type No Response Required</b></p>
<p>i) View only access permissions can be specifically and singularly granted to user access audit logs for non-administrative user accounts. [G.5(e)] l) The MNPd System Administrator shall have the capability to define the MNPd's database(s) and assign a color code or other easily recognized delimiter and priority level to each database to be used when a &amp;quot;Hit&amp;quot; occurs, e.g., stolen vehicles, stolen license plates, sexual predators, armed felon suspects, registered parolees. m) The Software shall support an unlimited number of &amp;quot;hot list&amp;quot; databases, including the NCIC and the TCIC. i) Hotlists shall have the capability of updating on a schedule daily or multiple times a day. ii) The System shall allow automatic updating of all &amp;quot;hot list&amp;quot; databases from the originating source (i.e., website, FTP location, or network address). n) The System shall have a feature that allows &amp;quot;hot list&amp;quot; databases to be created in the field by users and each user shall have the capability to add license plate data to the System's database(s) while in the field. o) All license plate data added by the user shall remain a part of the selected database. p) The System shall provide a feature to enable or disable plate matching to match common number character issues, e.g., O/O and B/8, or unknown characters. q) The Software shall provide live, simultaneous display of all of the following data: i) The IR license plate image; ii) The license plate interpretation or System read; iii) A corresponding color overview image of the vehicle displaying the captured IR license plate; iv) The date and time stamp;</p>

Scope Details
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<p>v) Identification of the camera position capturing the image; vi) The GPS coordinates for every license plate captured by the System; and vii) Active directory identification of the officer logged into the System. r) The Software shall create and produce reports in accordance with Section "Operating Reports"; below. s) The Software shall provide MNPDP with the ability to run a query to determine if a particular license plate, using full plate information or partial plate information, has been captured in the System. If the license plate data is in the System, the State shall have the ability to review each license plate captured. The associated System data displayed shall include a minimum of the following: i) IR license plate image; ii) Corresponding color overview image of the vehicle; iii) Date and time stamp; and iv) GPS coordinates. t) The Software shall provide the ability for notes to be added to any record for permanent storage and subsequent retrieval. u) The Software shall provide a method for automatically purging data based upon parameters defined by MNPDP. v) The Software shall support a suite of investigative tools that have the ability to query and conduct analysis on the data contained in the System database.</p> <p>.....</p>
<p><b>Type No Response Required</b></p>
<p>6) Operational Reports. Contractor shall provide a System capable of producing a variety of mutually agreed upon standard and customized reports for the System as a whole and each of its functionalities. a) Parameters. Parameters shall include a minimum of the following: i) Hits; ii) License plate images and associated data; and iii) License plate searches performed by the officer indicating the date and time the search was conducted, and the justification narrative. b) An additional report which includes the following information by date range [G.7(d)]; i) The number of ALPR's in use [G.7(d)i.]; ii) The number of matches made by the ALPR including the number of matches read correctly and any misreads [G.7(d)i.]. c) Report Delivery. Access to, and delivery of, all reports shall meet the following minimum requirements: i) The System shall permit MNPDP designated personnel the ability to access all reports from a centralized location; ii) MNPDP shall have the ability to create customized reports based on parameters determined by MNPDP; iii) MNPDP designated personnel shall have the ability to perform real-time ad-hoc reports through MNPDP approved tools. MNPDP designated personnel shall have access to only those data fields permitted based on their roles/security classes; iv) Reports and results of queries shall be downloadable in multiple formats, including tab delimited, Microsoft Excel, Microsoft Word, and PDF; v) The System shall send all reports to paper, screen, or file (i.e., Print, View, Save as); and vi) Contractor shall collaborate with MNPDP to establish the scheduling parameters and retention periods for reporting. Scheduling parameters and retention periods for reporting have to be approved in writing by MNPDP prior to implementation.</p> <p>.....</p>
<p><b>Type No Response Required</b></p>
<p>7) Installation. a) Contractor shall provide System Installation and/or System Installation oversight based upon MNPDP's requirements. b) If applicable, Contractor shall provide Installation services utilizing MNPDP-approved vendors. Retrofitting services shall be completed the same day; all Installation dates and times shall be coordinated between MNPDP and the Contractor's MNPDP-approved vendors. c) All services for Installation shall be pre-approved by MNPDP designated personnel. Contractor shall coordinate the location and time of all Installation services with MNPDP designated personnel. d) Contractor shall provide an approximate time period for the completion of Installation to be approved by MNPDP. e) MNPDP designated personnel shall conduct inspections to ensure the quality of Installation and products being supplied by the Contractor and used in the Installation process. After completion of Installation services, MNPDP designated personnel shall provide a signature approval verifying the work as being accepted and completed. f) MNPDP designated personnel shall provide instructions to the Contractor to identify which configuration and equipment (gutter, magnet, light bars) shall be utilized for each vehicle type. g) Equipment shall be installed in a manner that meets the functional needs of MNPDP, as well as, meets standards that will uphold the manufacturer's warranty. h) MNPDP reserves the right to perform any and all Installations itself. MNPDP shall do so at its own discretion. i) Contractor shall not outsource Installation without the prior written permission of MNPDP.</p> <p>.....</p>
<p><b>Type No Response Required</b></p>
<p>8) Training. a) Contractor shall provide training materials on the use of the System to include a training presentation that may be utilized for distribution to MNPDP staff. b) Contractor shall also provide ongoing on-site training for MNPDP as requested by MNPDP and agreed upon by the Parties especially with any</p>

<b>Scope Details</b>
<p>significant updates or upgrade changes to the functionality of the System. c) Contractor shall be responsible for delivering multiple levels of on-site training or Remote web- based training. Each training level will be tailored to a specific audience, specific job duties, and cover each component of the overall System. Scheduling of the training shall be done in consultation with MNPd. Requested training materials (user guides, job aids, presentations, and other such material) shall be made available to MNPd at least fifteen (15) calendar days prior to any training session. d) At each level of training (see Section A.9.f.), Contractor shall: i) Provide sufficient training on the full use of hardware, peripherals, and the Software; ii) Provide, to each trainee, a hardcopy and soft copy user guide, or job aid, which contains information, step-by-step procedures, and instructions specific to each component of the overall solution. Each user guide, or job aid, shall also include a complete list of possible error messages, together with instructions for locating and correcting each error and step-by-step instructions for solving common problems; iii) Grant MNPd the ability to reproduce and internally distribute unlimited additional copies of all documentation and training materials at no additional cost; iv) Update or revise user guides and job aids when needed, especially when a System upgrade impacts (changes) how a process is performed; and v) Permit MNPd to make audio and video recordings of any training sessions for later use at no additional cost to MNPd.</p>
<p>.....</p> <p><b>Type No Response Required</b></p>
<p>e) Specific to System Administrator and Account Administrator training, Contractor shall meet the following requirements for technical manuals: i) Contractor shall create, maintain, and provide MNPd complete technical manuals. The manuals shall describe the overall aspects of the System configuration, operating instructions, and problem diagnosis of all separate components or features of the System. The manual shall include a wiring schematic for each piece of hardware that will be wired into the power source. Corresponding technical specifications, such as equipment diagrams and specifications, and machine components shall also be noted in the manual; ii) Contractor shall maintain comprehensive as-built documentation on all the Software aspects of the System, and its components, and shall provide MNPd with electronic copies of said documentation as revisions and/or changes are made. Documentation will include System architecture diagrams; iii) Contractor shall provide at least four (4) full hardcopy sets of technical manuals and documentation materials to MNPd. The technical manuals and documentation materials must also be provided to MNPd in electronic format; iv) Contractor shall keep the technical manuals current, and update and inform MNPd whenever any change is made to any component of the System. Contractor shall provide a copy of the updated changes to MNPd and shall make each revision available to MNPd a minimum of five (5) days prior to release. Each revision to the technical manuals shall be recorded and organized in a fashion that easily allows the reader to understand the technical specifications, System architecture, the Software versions, file and database layouts, process procedures, and other relevant information at any point in the history of the System and each of its components; v) Contractor shall not remove or redact any part of the technical manuals except to remove errors. Whenever an update is made to reflect a change, the obsolete information shall remain intact, accessible by necessary personnel, and be clearly marked that the information is updated, the period of time the information reflected the actual System design, and a reference to where the updated information is located; and vi) Contractor shall grant MNPd the ability to reproduce and internally distribute unlimited additional copies of all technical manuals at no additional cost to MNPd.</p>
<p>.....</p> <p><b>Type No Response Required</b></p>
<p>f) Training levels shall include but not be limited to: i) System Administrator. This training shall provide a comprehensive overview of each component of the System so that MNPd's technical staff will have the knowledge necessary to operate and troubleshoot any of the components in the event of an emergency; ii) Account Administrator. This training shall cover functions associated with administering user accounts. Account administration should include functions such as adding users, modifying account privileges, resetting account passwords, suspending account access, and deleting accounts; iii) Train the Trainer. This training shall provide designated MNPd staff enough knowledge on the use of each component of the System so that they can train end users; iv) End-User Training. This training shall cover all functions associated with proper operation and use of each component of the System. The training shall provide hands-on experience with all equipment and the Software in such a way to ensure that all users will become familiar with the System and how to use it; and v) Ongoing Training. In the event an upgrade impacts any component of the System, Contractor shall provide training at the level impacted by the change. For example, if the upgrade made a change to System administration, Contractor shall provide</p>



<b>Scope Details</b>
additional System Administrator level training. vi) Public Informational Sessions. This may be offered to the public at large, the Metropolitan Council, the Community Oversight Board or other interested parties.
Type <b>No Response Required</b>
<b>Equal Business Opportunity (EBO) Program Requirements</b>
EBO GOAL
Type <b>No Response Required</b>
Pursuant to the Metro Code of Laws Section 4.46.060 B, no Equal Business Opportunity Program Goal is established for this solicitation.
Type <b>No Response Required</b>
<b>Insurance Requirements</b>
Insurance Requirements Any offeror receiving an intent to award letter shall be required to provide a Certificate of Insurance within seven (7) calendar days of receiving the notification in order to proceed with award and execution of a contract. The Description section must read as follows: Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement and automobile liability additional insured endorsement. RFQ # 258248. In the Certificate Holder section it must read as follows: Purchasing Agent, Metropolitan Government of Nashville and Davidson County, Metro Courthouse, Nashville, TN 37201. The following insurance(s) shall be required:
Type <b>No Response Required</b>
Products Liability Insurance in the amount of one million (\$1,000,000.00) dollars (If the Offeror is manufacturing the product).
Type <b>No Response Required</b>
General Liability Insurance in the amount of one million (\$1,000,000.00) dollars.
Type <b>No Response Required</b>
Automobile Liability Insurance in the amount of one million (\$1,000,000.00) dollars (if Offeror coming on Metro Property to perform scope or make deliveries).
Type <b>No Response Required</b>
Worker's 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. (Workman's Comp Insurance is not required for companies with fewer than five (5) employees.).
Type <b>No Response Required</b>
Cyber Liability Insurance in the amount of four million (\$4,000,000.00) dollars (for companies that have access to personal information (SSN's Addresses of employees, customers or students)).
Type <b>No Response Required</b>
Technological Errors and Omissions Insurance in the amount of one million (\$1,000,000.00) dollars (provide technological services or products for liability and property loss exposure that may occur as a result of technological services, products, media content provided as well as property damage and liability resulting from network security breaches).
Type <b>No Response Required</b>
<b>Standard Solicitation Requirements</b>
Pre-Offer Meeting A pre-offer meeting will be held for this solicitation at Wednesday, October 19, 2022 at 1pm Central Time. You must register in advance to provide the following information: your name,

<p><b>Standard Solicitation Requirements</b></p> <p>email address, phone number, and the name of the company you are representing by clicking on the following link. <a href="https://nashville.webex.com/nashville/j.php?RGID=r76e6e1ff1d7179fde1d8ee7f33347e03">https://nashville.webex.com/nashville/j.php?RGID=r76e6e1ff1d7179fde1d8ee7f33347e03</a> (Copy link and paste in browser to access registration page) Event Password: metro The contact information provided will generate on the Pre-Offer Attendee List if you attend the meeting. You will receive a confirmation email invitation after you register with the information needed to participate in the Pre-Offer via Webex that will be added to your calendar. You may participate by click the Webex Link provided in the email confirmation from a computer, tablet, or smartphone. If you have any issues with registering please contact the Buyer, Terri Ray, <a href="mailto:terri.ray@nashville.gov">terri.ray@nashville.gov</a> (Preferred method of communication) or 615-862-6669 Metro urges all prospective offerors to attend planned pre-offer meetings.</p>
<p>.....</p> <p><b>Type No Response Required</b></p> <p>Inquiries All inquiries must be submitted by Tuesday, October 25, 2022 at 4:00pm Central Time using the online discussions feature of the iSupplier system. Questions will be answered formally via Amendment to the solicitation soon after the deadline for submitting questions. Offerors must clearly understand that the only official answer or position of Metro will be the one stated in writing by Division of Procurement staff. You may contact Terri Ray at <a href="mailto:terri.ray@nashville.gov">terri.ray@nashville.gov</a> (preferred method of communication) or 615-862-6669 with questions regarding iSupplier or you may email <a href="mailto:iSupplier@nashville.gov">iSupplier@nashville.gov</a>. Make sure to provide <a href="mailto:iSupplier@nashville.gov">iSupplier@nashville.gov</a> a completed W-9 form for security purposes. All offerors are encouraged to sign in to the iSupplier system as soon as possible to view the solicitation and ensure all login information is correct. Finally, please have your offer loaded in the iSupplier system well in advance of the deadline for submission of offers to avoid any last minute functionality issues. While Metro makes every attempt to assist suppliers with entering their offers, there is not sufficient time to trouble shoot functionality issues within one hour of the deadline for submission of offers.</p>
<p>.....</p> <p><b>Type No Response Required</b></p> <p>Accurate Information Failure to provide complete and accurate information in an offer to this solicitation may result in your offer being deemed nonresponsive. Metro may institute debarment proceedings against the offeror and/or terminate any contract or purchase order that has been awarded based on inaccurate information.</p>
<p>.....</p> <p><b>Type No Response Required</b></p> <p>Extraneous Information Offers should be brief and concise. Information provided beyond the requirements described in this solicitation may be considered extraneous and as a result discarded.</p>
<p>.....</p> <p><b>Type No Response Required</b></p> <p>Minor Irregularities Metro reserves the right to waive minor irregularities in offers, provided that such action is in the best interest of Metro. Any such waiver shall not modify any remaining solicitation requirements or excuse the offeror from full compliance with the solicitation specifications and other contract requirements if the offeror is awarded a contract.</p>
<p>.....</p> <p><b>Type No Response Required</b></p> <p>Ambiguity, Conflict or Other Errors in the Solicitation Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this solicitation prior to submitting their offer, or it shall be waived. Claims of ambiguity after submission of the offer shall not serve as grounds for a protest. If an offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, they shall immediately request modification or clarification using the online discussion feature of iSupplier. Required modifications or clarifications will be issued by solicitation amendment.</p>
<p>.....</p> <p><b>Type No Response Required</b></p> <p>Validity of Offers All offers shall be valid for a period of one-hundred and fifty (150) days from the closing date of the solicitation unless another timeframe is agreed to by all parties. Submission of an offer does not afford rights to the offeror nor obligate Metro in any manner.</p>
<p>.....</p> <p><b>Type No Response Required</b></p>

<p><b>Standard Solicitation Requirements</b></p> <p>Offer and Presentation Costs Metro will not be liable for any costs incurred by an offeror in the preparation of its response to a solicitation, nor for the presentation of its offer and/or participation in any clarifications, discussions, negotiations, or protests.</p> <p>.....</p> <p><b>Type No Response Required</b></p> <p>Rejection of Offers Metro reserves the right to accept or reject, in whole or in part, any offers submitted. The failure of an offeror to promptly supply information in connection with, or with respect to, reasonable requests may be grounds for a determination of non-responsibility.</p> <p>.....</p> <p><b>Type No Response Required</b></p> <p>Persons Suspended or Debarred from Procurement Pursuant to Metro Code 4.36.020, a public list of suspended or debarred persons is maintained by the division of purchases. Individuals appearing on said list may not be awarded a Metro contract. Affirmation Do you or any proposed subcontractors appear on the list of suspended or debarred persons?</p> <p>.....</p> <p><b>Target Value No, neither I or any of my subcontractors appear on the list of suspended or debarred vendors.</b></p> <p><b>Type</b></p> <p>.....</p> <p>Circle one from the response values below:</p> <p>No, neither I or any of my subcontractors appear on the list of suspended or debarred vendors.</p> <p>Yes, I or one of my subcontractors appear on the list of suspended or debarred vendors and I am non-responsive.</p> <p>.....</p> <p>Subcontractors/Subconsultants Offeror must enter ALL subcontractors/subconsultants/suppliers in the Subcontractor/Subconsultant Form (see attachments below) regardless of their ownership and attach back to the submitted response/quote. All proposed subcontractor/subconsultants and/or suppliers must be registered in iSupplier prior to the solicitation deadline. Offeror should identify those subcontractors/subconsultants and/or suppliers that are Small or Service-Disabled Veteran (SBE/SDV) owned, or those that are Minority or Woman owned as appropriate. All known subcontractors/subconsultants and/or suppliers who will perform a portion of this project must be listed. SBE/SDV Primes should not enter their participation on this form, rather should enter it in the attributes section of the lines tab of their response, if applicable. If no subcontractors/subconsultants are being proposed then indicate such on the Subcontractor/Subconsultant Form and attach back to the submitted response/quote. Failure to attach the Subcontractor/Subconsultant Form to your submitted response/quote may deem your offer non-responsive.</p> <p>.....</p> <p><b>Target Value Subcontractor/Subconsultant Form is Attached</b></p> <p><b>Type</b></p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Subcontractor/Subconsultant Form is Attached</p> <p>No attachment and offer may be deemed non-responsive</p> <p>.....</p> <p>Assistance to Small (SBE) and/or Service-Disabled Veteran (SDV) Owned Businesses The Metro Procurement Code (Section 4.44) and Regulations (Section R4.44.020.04) provide options for the Purchasing Agent to maximize the participation and performance of Metro approved SBE/SDV businesses. Assistance is provided to offerors who are SBE/SDV, or who need assistance in locating potential SBE/SDV subcontractors or suppliers. For assistance, offerors are encouraged to contact the BAO by email at BAO@Nashville.gov or call the BAO at (615) 880-2814. For more information and the forms go to the following website: Office of Minority and Women Business Assistance (BAO)   Nashville.gov. If the Offeror is a SBE/SDV business, Metro considers the work the SBE/SDV firm commits to self-perform. If the work is subcontracted or otherwise procured, only the work performed by a Metro approved SBE/SDV subcontractor or supplier may be considered for the purposes of award incentive. All SBE/SDV businesses included in offers must be registered online with Metro and approved by the BAO prior to the solicitation closing date.</p> <p>.....</p> <p><b>Type No Response Required</b></p>
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<p><b>Standard Solicitation Requirements</b></p> <p>Several ways that SBE/SDV participation may be promoted in individual solicitations are described below: Cost Incentive - The Metro Procurement Code (Section 4.44) and Regulations (Section R4.44.020.04) provide options for the Purchasing Agent to provide a cost incentive to maximize SBE/SDV participation. If this solicitation includes a cost incentive for the participation of approved SBE/SDV business, the methodology for evaluating the SBE/SDV participation is described in the regulations found at Metro Nashville Procurement Code Regulations, Revised November 2020 . This requires that ALL SBE/SDV Subcontractors and/or Subconsultants be listed on the Subcontractor/Subconsultant Form. Set-Aside - Some solicitations are the result of an SBE/SDV set-aside. In those cases only approved SBE/SDV firms may submit an offer. The solicitation will state in the opening description if it is an SBE/SDV set-aside solicitation. This requires that ALL SBE/SDV Subcontractors and/or Subconsultants be listed on the Subcontractor/Subconsultant Form. Small Business Reserve (SBR) - Some solicitations are the result of an SBR set-aside. In those cases, only approved Small Business Reserve participants may submit an offer. The solicitation will state in the opening description if it is an SBR solicitation. This requires that a preliminary list of SBE/SDV subcontractors and/or subconsultants be included on the Subcontractor/Subconsultant Form. Threshold - If the solicitation has a SBE/SDV threshold, only offers that meet the established threshold will be eligible for SBE/SDV cost incentives. Incentive consideration, if included, is calculated on a pro rata basis for those offers in excess of the established threshold. This requires that ALL SBE/SDV Subcontractors and/or Subconsultants be listed on the Subcontractor/Subconsultant Form. Requirement - If the solicitation states a required SBE/SDV participation level, then only those offerors committing to achieve or exceed the established amount will be considered responsive to the solicitation. The solicitation will not contain an SBE/SDV cost incentive. This requires that a preliminary list of SBE/SDV subcontractors and/or subconsultants be included on the Subcontractor/Subconsultant Form.</p> <p>.....</p> <p><b>Type No Response Required</b></p> <p>SBE/SDV Participation and Misrepresentation Offerors must acknowledge that they understand the SBE/SDV participation expectations described in the next paragraph. SBE/SDV Program is NOT applicable to this solicitation. Offeror also acknowledges that they understand the consequences of failing to comply with their SBE/SDV participation commitments. If Contractor fails to comply with their SBE/SDV businesses participation commitments, or it is determined that their SBE/SDV status or the SBE/SDV status of any subcontractor/subconsultant/supplier, is shown to be false; Metro may terminate the Contract and charge Contractor for any costs incurred by Metro as a result of the misrepresentation. Misrepresentation may result in debarment. Contractor shall enter payments to SBE/SDV and MWBE subcontractors/subconsultants/suppliers as instructed by Metro. Failure to do so may impact payments to Contractor.</p> <p>.....</p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Acknowledge Participation Expectations and Consequences of Misrepresentation</p> <p>No, may be deemed non-responsive</p> <p>Americans with Disabilities Act Contractor shall ensure Metro that all services provided through this resulting contract shall be completed in full compliance with the 2010 Americans with Disabilities Act (ADA) enacted by law on March 15, 2012 and adopted by Metro. Contractor will ensure that participants at public meetings 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.</p> <p>.....</p> <p><b>Type No Response Required</b></p> <p>Contractor Personnel Requirements Subsequent to submission of an offer and prior to award of a contract, key personnel identified in the offer shall not be changed without the approval of Metro. Any changes in key personnel without Metro approval may result in the offer being rejected and not considered for award.</p> <p>.....</p> <p><b>Type No Response Required</b></p> <p>Unauthorized Work The successful offeror shall not begin work until Metro issues a Notice to Proceed or Purchase Order. Any unauthorized work shall be deemed non-compensable and the offeror will have no</p>
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<b>Standard Solicitation Requirements</b>
recourse against Metro.
.....
<b>Type No Response Required</b>
Vendor Checklist Offeror must complete the vendor checklist (see attached below) and attach completed document back to the submitted response/quote. Information provided on the completed vendor checklist will be used to development the resulting outcome if issued an intent to award from the solicitation. Failure to attach the completed Vendor Checklist to your submitted response/quote may deem your offer non-responsive.
.....
<b>Target Value Attached Completed Vendor Checklist</b>
Type
.....
Circle one from the response values below: Attached Completed Vendor Checklist No attachment and offer may be deemed non-responsive
<b>Information Security Agreement</b>
Metro is committed to the responsible use of the information entrusted to it and to protecting the confidentiality, integrity and availability of that information. However, information security is not an absolute and Metro cannot absolutely guarantee the security of the information that it handles. Metro aspires to fully protect citizen information through the use of multiple information security controls, including technical, administrative and physical controls. Metro requires that any external party, vendor, etc., exercises the same or greater level of due diligence with regards to the protection of Metro information, information technology assets and information processing facilities that are accessed, processed, communicated to, or managed by external parties or where external parties add products or services. Complete the ISA Questionnaire found at MISA-Questionnaire and attach it with your quote. Using the attached ISA Matrix found at MISA-Exhibit Selection Matrix , determine the applicable ISA Terms and Conditions found at MISA-Exhibits based on your company's completed ISA Questionnaire. Failure to attach your completed ISA Questionnaire may result in your offer being deemed non-responsive. For an ITB, failure to accept the applicable ISA Terms and Conditions may result in your offer being deemed non-responsive. For an RFP or RFQ, offeror must indicate acceptance of the applicable ISA Terms and Conditions. If any exceptions are taken, attach a PDF file to your quote identifying the exceptions and label it as ISA Terms and Conditions Exceptions. Please note that if exceptions are not stated at this time, they will not be granted after the contract is awarded. Exceptions taken after the award will result in the withdrawal of the intent to award and offeror's firm suspended from upcoming solicitations.
.....
<b>Target Value ISA Questionnaire Completed and Terms and Conditions Accepted</b>
Type
.....
Provide your answer below
.....
<b>Evaluation Criteria</b>
EVALUATION CRITERIA
.....
<b>Type No Response Required</b>
All submitted proposals should include the following on every page as a footer: RFQ Number & Title Proposer Name Evaluation Criteria Section Title - Proposed Solution Page Numbers Each PDF document should be named the Evaluation Criteria Section Title - Proposed Solution.
.....
<b>Type No Response Required</b>
Solicitation Acceptance Offeror must indicate acceptance of the final version of this solicitation as

<b>Evaluation Criteria</b>
<p>amended. In the likely occurrence that an amendment is issued to the solicitation, you must accept the final amendment for your proposal to be accepted. When an amendment is published you will automatically be notified by the iSupplier system, but you are encouraged to regularly check the solicitation for an amendment. If you have submitted a proposal prior to an amendment, you must resubmit your proposal in response to the amendment to avoid failure to submit or a determination of non-responsiveness. This is required whether your offer is affected by the latest amendment or not. Any exceptions taken to this solicitation must be submitted through the online discussion feature of the system by the date and time shown for inquiry submittal. If an offeror takes exception to this solicitation after the inquiry submittal date and time, their submission may be deemed nonresponsive.</p> <p>.....</p> <p><b>Target Value Accept Final Published Solicitation</b></p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Accept Final Published Solicitation</p> <p>No, may be deemed non-responsive</p>
<p>Contract Acceptance Offeror must indicate your acceptance of the attached contract for this solicitation. If any exceptions are taken, attach a PDF file to your quote identifying the exceptions and labels as Contract Exceptions. If no exceptions to the contract are stated, they will not be granted after the contract is awarded. Exceptions taken after the award will result in the withdrawal of the intent to award and offeror's firm suspended from upcoming solicitations. If exceptions to the contract are stated, evaluation scores will reflect Metro's assessment of the exceptions. Contract exceptions may result in the rejection of the proposal as non-responsive; if, in the sole evaluation of Metro, the requested changes are unacceptable.</p> <p>.....</p> <p><b>Target Value Accepted Contract as Presented</b></p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Accepted Contract as Presented</p> <p>Attached exceptions taken of contract presented</p>
<p>Offerors may submit response for multiple solutions (i.e., fixed-LPR, vehicle-based mobile LPR, and trailer-based mobile LPR). Offerors should provide evaluation criteria as request below for each proposed solution (i.e., fixed-LPR, vehicle-based mobile LPR, and trailer-based mobile LPR). Offerors will be evaluated per the evaluation criteria below for each proposed solution (i.e., fixed-LPR, vehicle-based mobile LPR, and trailer-based mobile LPR).</p> <p>.....</p> <p><b>Type No Response Required</b></p>
<p><b>Project Experience (50 Points)</b> Provide an explanation of why your team is the best qualified to perform the services as outlined in the solicitation. Demonstrate qualifications, including an item-by-item disclosure outlining how the team meets or exceeds the requirements of this solicitation. Describe the experience, qualifications, and other vital information, including relevant experience on similar projects as requested below: Provide a list of locations or projects such as government entities, municipalities, or agencies of similar size where your firm has been involved in implementation, installation, and maintenance of Automated License Plate Reader/Recognition (ALPR) system. Provide details of your firm's role for any list of locations or projects, and the role of any subcontractor managed by your firm. Provide details as to the type of equipment, specifications used, and if cloud based for any list of locations or projects. Provide a detailed explanation as to how the project experience solution is directly linked to scope details. Make sure to include contact name, phone number, email address, and brief description, including type street (i.e., connector, major) for any list of locations or projects. Offeror shall disclose and explain any litigation, threatened litigation, investigation, reorganization, receivership, filing, strike, audit, corporate acquisition, unpaid judgments, or other action that could have an adverse impact on their ability to provide the required needs. Offeror shall disclose and explain whether they have been unable to complete a contract, been removed from a contract, or been replaced during a contract period in the past five years. Metro reserves the right to check any and/or all contacts for projects, including but not limited to internet search and media reviews, submitted but is not obligated to do so as part of the evaluation. The file should be attached to your response in a PDF and be named "Project Experience";</p>

<b>Evaluation Criteria</b>
<p>.....</p> <p>Target Value <b>Attached Project Experience</b></p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Attached Project Experience</p> <p>No Attachment, may be non-responsive</p>
<p><b>Affidavits</b></p> <p>Enter your City</p> <p>.....</p> <p>Target Value <b>Enter City Name Your Company is Located</b></p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p> <p>.....</p>
<p>Enter your County</p> <p>.....</p> <p>Target Value <b>Enter the County Your Company is Located</b></p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p> <p>.....</p>
<p>Enter your State</p> <p>.....</p> <p>Target Value <b>Enter the State Your Company is Located</b></p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p> <p>.....</p>
<p>Enter your Zip Code</p> <p>.....</p> <p>Target Value <b>Enter the Zip Code for Your Company is Located</b></p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p> <p>.....</p>

Affidavits
<p>Affiant states that Offeror has all applicable licenses, including business licenses. Affiant also states that offeror is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065.</p> <p>.....</p> <p>Target Value <b>Yes, I so affirm</b> Type</p> <p>.....</p> <p>Circle one from the response values below: Yes, I so affirm No, and are non-responsive</p>
<p>Affiant affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L. 4.28.020.</p> <p>.....</p> <p>Target Value <b>Yes, I so affirm</b> Type</p> <p>.....</p> <p>Circle one from the response values below: Yes, I so affirm No, and are non-responsive</p>
<p>Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows: To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government; To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts; Not to otherwise engage in discriminatory conduct; To provide a discrimination-free working environment; That the Covenant of Nondiscrimination is requirement to submit an offer and shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and shall be continuing in nature and shall remain in full force and effect without interruption. That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070.</p> <p>.....</p> <p>Target Value <b>Yes, I so affirm</b> Type</p> <p>.....</p> <p>Circle one from the response values below: Yes, I so affirm No, and are non-responsive</p>
<p>Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows: No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, gender, or disability when otherwise qualified in connection with any solicitation offer submitted to Metro or the performance of any contract resulting from; That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contact or otherwise interested in contracting with this Company, including various eligible business enterprises; In connection herewith, I/We acknowledge and warrant that this Company has been made aware of, understands and agrees to make good faith efforts to solicit disadvantaged businesses (as defined in M.C.L. Section 4.46) to do business with this Company; That the Covenant of Nondiscrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption; That the Covenant of Nondiscrimination as made and set forth herein shall be and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain; and That the failure of this Company to satisfactorily discharge any of the Covenant of Nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Metro to declare the contract in default and to</p>



<p><b>Affidavits</b></p> <p>exercise any and all applicable rights and remedies, including but not limited to, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due on a contract. Should you decline this covenant, your firm/organization will not be allowed to submit an offer to the Metropolitan Government of Nashville and Davidson County.</p> <p>.....</p> <p>Target Value <b>Yes, I so affirm</b></p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes, I so affirm</p> <p>No, and are non-responsive</p> <p>Affiant affirms that Contractor's employment practices are in compliance with applicable United States immigrations laws. M.C.L. 4.40.060.</p> <p>.....</p> <p>Target Value <b>Yes, I so affirm</b></p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes, I so affirm</p> <p>No, and are non-responsive</p> <p>It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro 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. After first being duly sworn according to law, the undersigned Affiant states that the Offeror has not retained anyone in violation of the foregoing. M.C.L. 4.48.080.</p> <p>.....</p> <p>Target Value <b>Yes, I so affirm</b></p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes, I so affirm</p> <p>No, and are non-responsive</p> <p>By submission of this offer and in response to the solicitation, offeror(s) and each person signing on behalf of offeror(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the offeror(s), nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list created pursuant to the Tennessee Code Annotated Section 12-12-106 (Iran Divestment Act). Referenced website: <a href="https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf">https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf</a>.</p> <p>.....</p> <p>Target Value <b>Yes, I so affirm</b></p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes, I so affirm</p> <p>We cannot so affirm. Therefore, we attach a signed statement setting forth in detail the reasons for non-compliance.</p> <p>Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees: Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis; Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or Work on property owned</p>
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<p><b>Affidavits</b></p> <p>by the metropolitan government. Such training shall be provided no later than (90) days of the effective date of the contract or (90) days of the employee's start date of employment with affiant if said employment occurs after the effective date of the contract. M.C.L. 2.230.020.</p> <p>.....</p> <p>Target Value <b>Yes, I so affirm</b></p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes, I so affirm</p> <p>No, and are non-responsive</p> <p>Affiant affirms that Contractor is not currently, and will not for the duration of the awarded Contract, engage in a boycott of Israel for any awarded contract that meets the following criteria: Has total potential value of two hundred fifty thousand (\$250,000) or more; Affiant has ten (10) or more employees</p> <p>.....</p> <p>Target Value <b>Yes, I so affirm</b></p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes, I so affirm</p> <p>We cannot so affirm. Therefore, we attach a signed statement setting forth in detail the reasons for non-compliance.</p> <p>Affiant affirms that offeror is and will remain in compliance with the provisions of Chapter 4.12 of the Metro Procurement Code and the contents of its offer as submitted. Affiant further affirms that offeror understands that failure to remain in such compliance shall constitute a material breach of its agreement with the Metropolitan Government.</p> <p>.....</p> <p>Target Value <b>Yes, I so affirm</b></p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes, I so affirm</p> <p>No, and are non-responsive</p> <p>And Further Affiant Sayeth Not: Name of Company Officer:</p> <p>.....</p> <p>Target Value <b>Enter Name of Company Officer</b></p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p> <p>.....</p> <p>Title:</p> <p>.....</p> <p>Target Value <b>Enter Officer Title</b></p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p> <p>.....</p>
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<b>Affidavits</b>
The provision of false information is a material breach.
.....
Target Value <b>Acknowledged</b>
Type
.....
Circle one from the response values below: Acknowledged Our offer is non-responsive
If the principal officer cannot so attest, the offer will be determined non-responsive.
.....
Type <b>No Response Required</b>

#### 1.4 Attachments

Name	Data Type	Description
CJIS Security Policy	Web Page	
Subcontractor Form	File	
IT Environment	File	
Vendor Checklist	File	
Metropolitan Code Section 13.08.080	Web Page	
Information Security Management Policies	Web Page	
Pre-Offer Meeting Attendee Sheet	File	Amendment # 1
Pre-Offer PowerPoint	File	Amendment # 1
Online Discussion Questions and Responses - Amt 2.pdf	File	Amendment # 3 (Updated document that replaced previously published document included as part of amendment 2).

#### 1.5 Response Rules

*This negotiation is governed by all the rules displayed below.*

- ☐ Negotiation is restricted to invited suppliers
- ☐ Suppliers are allowed to view other suppliers' contract terms, notes and attachments
- ☒ Suppliers are allowed to provide multiple responses
- ☐ Suppliers are allowed to submit Multiple Active Responses
- ☐ Allow Quote Withdrawal
- ☐ Buyer may close the negotiation before the Close Date
- ☒ Buyer may manually extend the negotiation while it is open
- ☐ Allow Alternate Lines on Supplier Responses
- ☐ Allow Staggered Awarding

## Contract Terms and Conditions

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## Terms and Conditions

### 1. GOODS AND SERVICES CONTRACT

#### 1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County (METRO)** and **Enter Legal Name (CONTRACTOR)** located at **Enter Address, City, ST ZIP**. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
  - *Exhibit A - [Enter Description (i.e. Hourly Rates)]*
  - *Exhibit B - [Enter Description (i.e. Task Details)]*
  - *Exhibit C -[Enter Description (i.e. ISA Terms and Conditions)]*
- *The solicitation documentation for RFQ# [Enter Number] and affidavit(s) (all made a part of this contract by reference),*
- *Purchase Orders (and PO Changes),*
- *CONTRACTOR's response to the solicitation,*
- *Equal Business Opportunity (EBO) Program forms (incorporated by reference).*

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

### 2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

#### 2.1. Duties and Responsibilities

CONTRACTOR agrees to provide the goods and/or services as briefly described below and more fully defined in the solicitation.

#### 2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

### 3. CONTRACT TERM

### **3.1. Contract Term**

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

## **4. COMPENSATION**

### **4.1. Contract Value**

This Contract has an estimated value of \$[Agreement Amount]. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

### **4.2. Other Fees**

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.

### **4.3. Payment Methodology**

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO 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 METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

### **4.4. Escalation/De-escalation**

This Contract is eligible for annual escalation/de-escalation adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the **annual anniversary** of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's Office.

### **4.5. Electronic Payment**

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

#### **4.6. Invoicing Requirements**

CONTRACTOR shall submit invoices for payment in a format acceptable to METRO and shall submit invoices no more frequently than monthly for satisfactorily and accurately performed services. CONTRACTOR shall be paid as work is completed and invoices are approved by METRO. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation as required by METRO. CONTRACTOR shall submit all invoices no later than ninety (90) days after the services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO'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 METRO 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 METRO.

#### **4.7. Subcontractor/Subconsultant Payments**

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO 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 METRO, 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 METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

### **5. TERMINATION**

#### **5.1. 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 identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

#### **5.2. Lack of Funding**

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

#### **5.3. Notice**

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.



## **6. NONDISCRIMINATION**

### **6.1. METRO's Nondiscrimination Policy**

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

### **6.2. Nondiscrimination Requirement**

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 race, creed, color, national origin, age, sex, disability, 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. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors 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.

### **6.3. Equal Business Opportunity (EBO) Program Requirement**

The consideration and contact of minority-owned and/or woman-owned business enterprises is required for a responsive offer to most solicitations. The provision of the Equal Business Opportunity (EBO) Program documents shall be part of each applicable solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the Equal Business Opportunity (EBO) Program, if applicable, in the execution of this Contract.

### **6.4. Covenant of Nondiscrimination**

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

### **6.5. Americans with Disabilities Act (ADA)**

CONTRACTOR assures METRO 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 METRO. 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.

## **7. INSURANCE**

### **7.1. Proof of Insurance**

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 METRO as additional insured and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

**7.2. Products Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars (If the CONTRACTOR is manufacturing or producing the goods purchased by METRO)

**7.3. Professional Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars

**7.4. Automobile Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars (if CONTRACTOR will be coming on Metro Property or making on-site deliveries)

**7.5. General Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

**7.6. 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).

**7.7. Cyber Liability Insurance**

Cyber Liability Insurance in the amount of four million (\$4,000,000.00) dollars (for companies that have access to personal information (SSN's Addresses of employees, customers or students)).

**7.8. Technological Errors and Omissions Insurance**

Technological Errors and Omissions Insurance in the amount of one million (\$1,000,000.00) dollars (for software and hardware manufacturers & website designers).

**7.9. Such 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 work or operations performed by or on behalf of 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.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said 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.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. 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.

#### **7.10. Other Insurance Requirements**

Prior to commencement of services, CONTRACTOR shall 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:

**PROCUREMENTCOI@NASHVILLE.GOV (preferred method)**

**OR**

**DEPARTMENT OF FINANCE**

**PROCUREMENT DIVISION**

**P.O. BOX 196300**

**NASHVILLE, TN 37219-6300**

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an 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.

Require all subcontractors to maintain during the term of this Contract, 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 require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

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.**

If 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.

## **8. GENERAL TERMS AND CONDITONS**

### **8.1. 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.

### **8.2. 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.

During the warranty period, METRO 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 METRO, at CONTRACTOR's expense, within thirty (30) days of written notice.

Alternatively, METRO 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 METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

### **8.3. Software License**

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

### **8.4. Confidentiality**

Tennessee Code Annotated § 10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential.

"Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of

presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form in a format chosen by METRO. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

#### **8.5. Information Ownership**

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

Any information provided to the CONTRACTOR, including information provided by METRO customers or citizens, is only to be used to fulfill the contracted services. Any additional information that is inferred or determined based on primary information that is provided to the CONTRACTOR, i.e. "second-order data", is only to be used to fulfill the contracted services. This information is not to be used for marketing or commercial purposes and the CONTRACTOR asserts no rights to this information outside of fulfilling the contracted services. Storage of this information is not allowed outside United States' jurisdiction.

#### **8.6. Information Security Breach Notification**

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred (Breach Notice) by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

#### **8.7. Virus Representation and Warranty**

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's

systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software

#### **8.8. 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 that 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.

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:

- Procure for METRO the right to continue using the products or services
- 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
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise,

separate from that granted herein.

#### **8.9. 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 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 METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

#### **8.10. Monitoring**

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

#### **8.11. 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 this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all goods, records, reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR of any of its subcontractors; and, all other original works of authorship, whether created by METRO, CONTRACTOR or any of its subcontractors embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. Any of Contractor's or its subcontractors' works of authorship comprised

within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to Metro. Contractor and its subcontractors grant Metro a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license, with rights to sublicense through multiple levels of sublicenses, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer .

#### **8.12. 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.

#### **8.13. Partnership/Joint Venture**

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

#### **8.14. Waiver**

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

#### **8.15. Employment**

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.

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.

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.

#### **8.16. Compliance with Laws**

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

#### **8.17. 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 METRO contracts.

#### **8.18. Israel Anti-Boycott Act**

In accordance with Tennessee Code Annotated Title 12, Chapter 4, Part 1 CONTRACTOR certifies that CONTRACTOR is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel.

#### **8.19. Taxes and Licensure**

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

#### **8.20. Ethical Standards**

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws 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 the Ethics in Public Contracting 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 and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.020, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards

is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48

#### **8.21. 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.
- 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. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.
- D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.
- E. 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.

#### **8.22. Attorney Fees**

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this 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.

#### **8.23. 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:

**PRG@NASHVILLE.GOV (Preferred Method) OR METRO'S PURCHASING AGENT**  
**PROCUREMENT DIVISION**  
**DEPARTMENT OF FINANCE**  
**PO BOX 196300**  
**NASHVILLE, TN 37219-6300**  
Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds

Assignment Request.

**8.24. 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.

**8.25. 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, 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.

**8.26. 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 CONTRACTOR may provide.

**8.27. Venue**

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

**8.28. 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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