

# LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 11/07/23

Resolution  Ordinance

Contact/Prepared By: \_\_\_\_\_

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

Title (Caption): A resolution approving a contract between the Metropolitan Government of Nashville and Davidson County and

RJ Young Company LLC, to provide multifunction devices, copiers, printers, related devices and services for Metro General Services

Department: \_\_\_\_\_

Submitted to Planning Commission?  N/A  Yes-Date: \_\_\_\_\_ Proposal No: \_\_\_\_\_

Proposing Department: \_\_\_\_\_ Requested By: \_\_\_\_\_

Affected Department(s): \_\_\_\_\_ Affected Council District(s): \_\_\_\_\_

**Legislative Category (check one):**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Bonds                | <input type="checkbox"/> Contract Approval           | <input type="checkbox"/> Intergovernmental Agreement   |
| <input type="checkbox"/> Budget - Pay Plan    | <input type="checkbox"/> Donation                    | <input type="checkbox"/> Lease                         |
| <input type="checkbox"/> Budget - 4%          | <input type="checkbox"/> Easement Abandonment        | <input type="checkbox"/> Maps                          |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E               |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant                       | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment       | <input type="checkbox"/> Grant Application           | <input type="checkbox"/> Street/Highway Improvements   |
| <input type="checkbox"/> Condemnation         | <input type="checkbox"/> Improvement Acc.            | <input type="checkbox"/> Other: _____                  |

<b>FINANCE</b> Amount +/-: \$ _____ <b>Funding Source:</b> Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources	<b>Match: \$</b> _____ Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: _____ Date to Finance Director's Office: _____ <b>APPROVED BY</b> <b>FINANCE DIRECTOR'S OFFICE:</b> _____
Approved by OMB: _____ Approved by Finance/Accounts: <u>Elizabeth Jefferson</u> Approved by Div Grants Coordination: _____	

<b>ADMINISTRATION</b>	
Council District Member Sponsors: _____	
Council Committee Chair Sponsors: _____	
<b>Approved by Administration:</b> _____	<b>Date:</b> _____

<b>DEPARTMENT OF LAW</b>	
Date to Dept. of Law: _____	Approved by Department of Law: _____
<b>Settlement Resolution/Memorandum Approved by:</b> _____	
Date to Council: _____	For Council Meeting: _____ <input type="checkbox"/> E-mailed Clerk
<input type="checkbox"/> All Dept. Signatures <input type="checkbox"/> Copies <input type="checkbox"/> Backing <input type="checkbox"/> Legislative Summary <input type="checkbox"/> Settlement Memo <input type="checkbox"/> Clerk Letter <input type="checkbox"/> Ready to File	

RESOLUTION NO. \_\_\_\_\_

A resolution approving a contract between the Metropolitan Government of Nashville and Davidson County and RJ Young Company LLC, to provide multifunction devices, copiers, printers, related devices and services for Metro General Services Department.

WHEREAS, Section 5.04.020 of the Metropolitan Code of Laws provides that all leases of equipment shall be approved by resolution of the Metropolitan Council if the annual expenditure for the lease exceeds five thousand (\$5,000); and,

WHEREAS, the annual expenditure to rent multifunction devices, copiers, printers and related devices for use by the General Services Department, pursuant to the attached contract with RJ Young Company LLC, will exceed five thousand (\$5,000); and,

WHEREAS, multifunction devices, copiers, printers, related devices and services are necessary for the function of General Services Department and the Metropolitan Government; and

WHEREAS, it is in the interest of the citizens of the Metropolitan Government of Nashville and Davidson County that is contract be approved.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1: That the contract between The Metropolitan Government of Nashville and Davidson County and RJ Young LLC attached hereto and incorporated herein, is hereby approved.

Section 2: That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

\_\_\_\_\_  
Michelle Hernandez-Lane  
Purchasing Agent

INTRODUCED BY:

\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO AVAILABILITY OF FUNDS:

\_\_\_\_\_  
Kevin Crumbo, Director  
Department of Finance

\_\_\_\_\_  
Member(s) of Council

APPROVED AS TO FORM AND LEGALITY:

*Tessa V. Ortiz-Marsh*  
\_\_\_\_\_  
Assistant Metropolitan Attorney

# Contract Abstract

## Contract Information

Contract & Solicitation Title: Multifunction Devices (MFDs), Copier/Printers & related devices and services

Contract Summary: Contractor agrees to provide multifunction Devices (MFDs), Copier/Printers & related devices and services

Contract Number: 6551611 Solicitation Number: 342261 Requisition Number: 4078889

Replaces Expiring or Expired Contract? (Enter "No" or Contract No and Expiration Date): 440707 (exp 11/29/23)

Type of Contract/PO: IDIQ Contract Requires Council Legislation: Yes

High Risk Contract (Per Finance Department Contract Risk Management Policy): No

Sexual Harassment Training Required (per BL2018-1281): Yes

Estimated Start Date: 11/30/2023 Estimated Expiration Date: 11/29/2028 Contract Term: 60 Months

Estimated Contract Life Value: \$6,000,000.00 Fund:\* 10101 BU:\* 10170100

(\*Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Terri Ray BAO Staff: Christopher Wood

Procuring Department: General Services Department(s) Served: Metro Wide

## Prime Contractor Information

Prime Contracting Firm: RJ Young Company LLC ISN#: 4777

Address: 730A Freeland Station Road City: Nashville State: TN Zip: 37228

Prime Contractor is a Uncertified/Unapproved: SBE  SDV  MBE  WBE  LGBTBE  (select/check if applicable)

Prime Company Contact: Lindsey Jarvis Email Address: lindsey.jarvis@rjyoung.com Phone #: 615-515-7424

Prime Contractor Signatory: Jason Bordwine Email Address: Jason.bordwine@rjyoung.com

## Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: N/A

Amount: N/A Percent, if applicable: N/A

Equal Business Opportunity (EBO) Program: Program Not Applicable

MBE Amount: N/A MBE Percent, if applicable: N/A

WBE Amount: N/A WBE Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise: No

Amount: N/A Percent, if applicable: N/A

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No

## Summary of Offer

Offeror Name	MBE	WBE	SBE	SDV	LGBTBE	Score (RFP Only)	Evaluated Cost	Result
	(check as applicable)							
RJ Young Company LLC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	94	\$5,785,488.05	Awarded
Konica Minolta	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	78.99	\$6,200,571.00	Evaluated but not selected
Business Solutions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			Select from the Following:
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

Contract 6551611

## 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 **RJ Young Company LLC (CONTRACTOR)** located at **730A Freeland Station Road, Nashville, TN 37228** This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
  - *Exhibit A - Pricing*
  - *Exhibit B - Scope*
  - *Exhibit C -MISA Terms and Conditions*
- *The solicitation documentation for RFQ# 342261 and affidavit(s) (all made a part of this contract by reference),*
- *Purchase Orders (and PO Changes),*
- *CONTRACTOR's response to the solicitation.*

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 Multifunction Devices (MFDs), copier/printers & related devices and services Exhibit B – Scope of Services using the pricing shown in Exhibit A.

#### 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 (the "Effective Date") of November 30, 2023, or the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office, whichever date last occurs. This Contract Term will end (60) months from the Effective Date. In no event shall the term of this Contract exceed sixty (60) months from the Effective Date.

### 4. COMPENSATION

#### 4.1. Contract Value

This Contract has an estimated value of \$6,000,000.00. 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 NOT eligible for annual escalation/de-escalation adjustments.

#### **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 Equal Business Opportunity (EBO) Program is not applicable to 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 RFQ or Contract number on the ACORD document.

**7.2. Automobile Liability Insurance**

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

**7.3. General Liability Insurance**

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

**7.4. 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.

**7.5. Technological Errors and Omissions Insurance**

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

**7.6. 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 officers, officials, 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.

**7.7. 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**

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.

Contract 6551611

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.

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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.

Contract 6551611

**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.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number: 6551611

**Notices and Designation of Agent for Service of Process**

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT  
PROCUREMENT DIVISION  
DEPARTMENT OF FINANCE  
PO BOX 196300  
NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: RJ Young Company

Attention: Lindsey Jarvis

Address: 730A Freeland Station Rd, Nashville, TN 37228

Telephone: 615-515-7424

Fax: 615-255-5420

E-mail: lindsey.jarvis@rjyoung.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will

waive any objection to service of process if process is served upon this agent:

Designated Agent: RJ Young Company

Attention: Chip Crunk

Address: 730 Freeland Station Rd. Nashville, TN 37228-1002

Email: Chip.Crunk@rjyoung.com

**[SPACE INTENTIONALLY LEFT BLANK]**

**Notices & Designations**  
**Department & Project Manager**

<b>Contract Number</b>	6551611
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The primary DEPARTMENT/AGENCY responsible for the administration of this contract is:

<b>DEPARTMENT</b>	General Services Department
<b>Attention</b>	Larry Pratt
<b>Address</b>	730 President Ronald Reagan Way, Nashville, TN 37210
<b>Telephone</b>	615-880-3528
<b>Email</b>	Larry.Pratt@nashville.gov

The primary DEPARTMENT/AGENCY responsible for the administration of this contract designates the following individual as the PROJECT MANAGER responsible for the duties outlined in APPENDIX – Z CONTRACT ADMINISTRATION:

<b>Contract Administrator</b>	Ava Elsaghir
<b>Title</b>	Contracts Manager
<b>Address</b>	730 President Ronald Reagan Way, Nashville, TN 37210
<b>Telephone</b>	615-862-8957
<b>Email</b>	Ava.Elsaghir@Nashville.gov

## **Appendix Z – Contract Administration**

Upon filing with the Metropolitan Clerk, the PROJECT MANAGER designated by the primary DEPARTMENT/AGENCY is responsible for contract administration. Duties related to contract administration include, but are not necessarily limited to, the following:

### **Vendor Performance Management Plan**

For contracts in excess of \$50,000.00, the project manager will develop a vendor performance management plan. This plan is managed by the primary department/agency and will be retained by the department/agency for their records. At contract close out, copies of all vendor performance management documents will be sent to [PRG@nashville.gov](mailto:PRG@nashville.gov).

For best practices related to vendor performance management, project managers will consult chapter eight of the PROCUREMENT MANUAL found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

### **Amendment**

For all contracts, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) if changes to the term, value, scope, conditions, or any other material aspect of the contract are required. The email notification will include a complete CONTRACT AMENDMENT REQUEST FORM found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

### **Escalation**

For contracts that include an escalation/de-escalation clause, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) when any request for escalation/de-escalation is received. The email notification will include any documentation required by the contract to support the request.

### **Contract Close Out – Purchasing**

For all contracts, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) when the work is complete and has been accepted by the department/agency. The email notification will include the contract number, contract title, date of completion, warranty start date and warranty end date (if applicable), and copies of all vendor performance management documents (if applicable).

### **Contract Close Out – BAO**

For contracts with compliance monitored by the Business Assistance Office (BAO), the project manager will notify the designated contract compliance officer via email when the contract is complete and final payment has been issued. The email notification will include the contract number, contract title, and the date final payment was issued.

### **Best Practices**

Project managers are strongly encouraged to consult chapter eight of the PROCUREMENT MANUAL for best practices related to contract administration. The manual is found on the division of purchases internal resources page:

<https://metronashville.sharepoint.com/sites/IMFinanceProcurement>

Contract Number 6551611

**Effective Date**

This contract shall not be binding upon the parties until it has been fully electronically approved by the CONTRACTOR, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

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

**APPROVED AS TO PROJECT SCOPE:**

\_\_\_\_\_ *KK* \_\_\_\_\_  
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:**

\_\_\_\_\_ *see* \_\_\_\_\_  
Purchasing Agent Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

\_\_\_\_\_ *EJ* \_\_\_\_\_  
Director of Finance BA

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_ \_\_\_\_\_  
Metropolitan Attorney Insurance

**FILED BY THE METROPOLITAN CLERK:**

\_\_\_\_\_ \_\_\_\_\_  
Metropolitan Clerk Date

**CONTRACTOR:**

**RJ Young**  
\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Company's Contracting Officer

**Jason Bordwine**  
\_\_\_\_\_  
Officer's Name

**Senior VP**  
\_\_\_\_\_  
Officer's Title

**Exhibit A - Pricing for Contract 6551611****RFQ# 342261- Multifunction Devices (MFDs), Copiers/ Printers & Related Devices and Services****1- Labor hourly rates for all repair / upgrade services (Applicable only to all equipment outside of the warranty period)**

ITEM	SERVICE	UNIT OF MEASURE	UNIT PRICE
1	Labor hourly rate - Regular hours Mon-Fri 08:00 am to 04:30 pm	Hourly	\$ 140.00
2	Labor Over-time hourly rate (i.e. Mon-Fri before 08:00 am or after 04:30 pm including weekends and METRO observed Holidays)	Hourly	\$ 300.00
3	Emergency Response Hourly Rate - Onsite within (4) hours from receiving the service call	Hourly	\$ 300.00

**2- Equipment for Purchase**

ITEM	DESCRIPTION	PRINTING / DUPLICATING SPEED / PAGES PER MINUTE	UNIT OF MEASURE	UNIT PRICE
4	Multifunction Desktop device printing / duplicating. Monochrome, Paper handling: 8.5 x11, 8.5 x 14	25-31 ppm/min.	Each	\$474.74
5	Multifunction Desktop device printing / duplicating. Color, Paper handling: 8.5 x11, 8.5 x 14	25-31 ppm/min.	Each	\$764.54
6	Multifunction device printing / duplicating. Monochrome, Paper handling: 8.5 x11, 8.5 x 14, 11 x 17	26-35 ppm/min.	Each	\$1,529.92
7	Multifunction device printing / duplicating. Monochrome, Paper handling: 8.5 x11, 8.5 x 14, 11 x 17	36-45 ppm/min.	Each	\$1,694.04
8	Multifunction device printing / duplicating. Monochrome, Paper handling: 8.5 x11, 8.5 x 14, 11 x 17	46-55 ppm/min	Each	\$2,327.70
9	Multifunction device printing / duplicating. Monochrome, Paper handling: 8.5 x11, 8.5 x 14, 11 x 17	56-65 ppm/min.	Each	\$2,531.19
10	Multifunction device printing / duplicating. Monochrome, Paper handling: 8.5 x11, 8.5 x 14, 11 x 17	66-80 ppm/min	Each	\$4,624.36
11	Multifunction device printing / duplicating. Monochrome, Paper handling: 8.5 x11, 8.5 x 14, 11 x 17	81 plus ppm/min.	Each	\$5,968.59
12	Multifunction device printing/duplicating. Color, Paper handling 8.5 x 11 and 8.5 x 14, 11 x 17	25-35 ppm/min.	Each	\$2,161.97
13	Multifunction device printing/duplicating. Color, Paper handling 8.5 x 11 and 8.5 x 14, 11 x 17	36-50 ppm/min	Each	\$2,915.48
14	Multifunction device printing/duplicating. Color, Paper handling 8.5 x 11 and 8.5 x 14, 11 x 17	51-70 ppm/min.	Each	\$4,515.97
15	Multifunction device printing/duplicating. Color, Paper handling 8.5 x 11 and 8.5 x 14, 11 x 17	71 plus ppm/min.	Each	\$6,121.96
16	Production/Commercial Grade Monochrome Multifunction device.	105 -130 ppm/min.	Each	\$10,069.41
17	Production/Commercial Grade Color Multifunction device.	70 - 90 ppm/min.	Each	\$9,434.82
18	Production/Commercial Grade Color Multifunction device.	91 plus ppm/min.	Each	\$11,564.60

**3- Equipment for Rent**

ITEM	DESCRIPTION	PRINTING / DUPLICATING SPEED / PAGES PER MINUTE	UNIT OF MEASURE	UNIT PRICE
19	Multifunction Desktop device printing / duplicating. Monochrome, Paper handling: 8.5 x11, 8.5 x 14	25-31 ppm/min.	Each / Month	\$9.21
20	Multifunction Desktop device printing / duplicating. Color, Paper handling: 8.5 x11, 8.5 x 14	25-31 ppm/min.	Each / Month	\$14.83
21	Multifunction device printing / duplicating. Monochrome, Paper handling: 8.5 x11, 8.5 x 14, 11 x 17	26-35 ppm/min.	Each / Month	\$26.68
22	Multifunction device printing / duplicating. Monochrome, Paper handling: 8.5 x11, 8.5 x 14, 11 x 17	36-45 ppm/min.	Each / Month	\$32.86
23	Multifunction device printing / duplicating. Monochrome, Paper handling: 8.5 x11, 8.5 x 14, 11 x 17	46-55 ppm/min	Each / Month	\$45.16
24	Multifunction device printing / duplicating. Monochrome, Paper handling: 8.5 x11, 8.5 x 14, 11 x 17	56-65 ppm/min.	Each / Month	\$49.11
25	Multifunction device printing / duplicating. Monochrome, Paper handling: 8.5 x11, 8.5 x 14, 11 x 17	66-80 ppm/min	Each / Month	\$89.71
26	Multifunction device printing / duplicating. Monochrome, Paper handling: 8.5 x11, 8.5 x 14, 11 x 17	81 plus ppm/min.	Each / Month	\$172.08
27	Multifunction device printing/duplicating. Color, Paper handling 8.5 x 11 and 8.5 x 14, 11 x 17	25-35 ppm/min.	Each / Month	\$41.94

**3- Equipment for Rent**

**Exhibit A - Pricing for Contract 6551611**

ITEM	DESCRIPTION	PRINTING / DUPLICATING SPEED / PAGES PER MINUTE	UNIT OF MEASURE	UNIT PRICE
28	Multifunction device printing/duplicating. Color, Paper handling 8.5 x 11 and 8.5 x 14, 11 x 17	36-50 ppm/min	Each / Month	\$51.04
29	Multifunction device printing/duplicating. Color, Paper handling 8.5 x 11 and 8.5 x 14, 11 x 17	51-70 ppm/min.	Each / Month	\$79.00
30	Multifunction device printing/duplicating. Color, Paper handling 8.5 x 11 and 8.5 x 14, 11 x 17	71 plus ppm/min.	Each / Month	\$155.12
31	Production/Commercial Grade Monochrome Multifunction device.	105 -130 ppm/min.	Each / Month	\$234.03
32	Production/Commercial Grade Color Multifunction device.	70 - 90 ppm/min.	Each / Month	\$205.81
33	Production/Commercial Grade Color Multifunction device.	91 plus ppm/min.	Each / Month	\$254.35

**4- Equipment Accessories for Purchase**

ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
34	Cabinet	Each	\$115.98
35	2 Additional Paper Trays	Each	\$471.13
36	Extra Capacity Side Paper Deck	Each	\$1,424.30
37	Card Reader Authentication	Each	\$194.85
38	External 1000 + Sheet Finisher	Each	\$1,264.43
39	Booklet Finisher	Each	\$2,501.03
40	2/3 Hole Punch for Basic Finisher	Each	\$354.12
41	2/3 Hole Punch for 1,000 + Sheet Finisher	Each	\$354.12
42	2/3 Hole Punch for Booklet Maker Finisher	Each	\$354.12
43	Faxing	Each	\$405.67

**5- Equipment Accessories for Rent**

ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
44	Cabinet	Each/month	\$2.25
45	2 Additional Paper Trays	Each/month	\$9.14
46	Extra Capacity Side Paper Deck	Each/month	\$27.63
47	Card Reader Authentication	Each/month	\$3.78
48	External 1000 + Sheet Finisher	Each/month	\$24.53
49	Booklet Finisher	Each/month	\$48.52
50	2/3 Hole Punch for Basic Finisher	Each/month	\$6.87
51	2/3 Hole Punch for 1,000 + Sheet Finisher	Each/month	\$6.87
52	2/3 Hole Punch for Booklet Maker Finisher	Each/month	\$6.87
53	Faxing	Each/month	\$7.87

**6- Large Format for Rent**

ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
54	Canon TM-305 (1-roll)	Each/month	\$90.00
55	Canon TM-305 MFP (1-roll)	Each/month	\$195.00
56	Canon TX-3100 (1-roll)	Each/month	\$124.00
57	Canon TX-3100 MFP (1-roll)	Each/month	\$234.00
58	Canon Multi-roll System 36" (MRS)	Each/month	\$27.00
59	Canon TX-4100 (1-roll)	Each/month	\$145.00
60	Canon TX-4100 MFP (1-roll)	Each/month	\$250.00
61	Canon Multi-roll System 42" (MRS)	Each/month	\$27.00
62	Canon TZ-30000 (2-roll)	Each/month	\$237.00
63	Canon TZ-30000 MFP (2-roll)	Each/month	\$318.00
64	Canon PlotWave 3000 MFP (2-roll)	Each/month	\$329.00
65	Canon PlotWave 3500 MFP (2-roll)	Each/month	\$358.00
66	Canon PlotWave 5500 MFP (4-roll)	Each/month	\$596.00
67	HP T1600 (1-roll)	Each/month	\$131.00
68	HP T1600dr (2-roll)	Each/month	\$187.00
69	HP T1700 (1-roll)	Each/month	\$149.00
70	HP T1700dr (2-roll)	Each/month	\$187.00
71	HP T2600 (1-roll)	Each/month	\$226.00
72	HP T2600dr (2-roll)	Each/month	\$261.00
73	HP XL 3600dr (2-roll)	Each/month	\$265.00

**6- Large Format for Rent**

**Exhibit A - Pricing for Contract 6551611**

ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
74	HP PageWide XL 4200 (2-roll)	Each/month	\$492.00
75	HP PageWide XL 5200 (4-roll)	Each/month	\$791.00

**7- Additional Categories**

ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
76	<b>Black / White</b> (all time & materials, including toner to keep the device in operation but not including repair and maintenance resulting from abuse)	Per Click rates	\$ 0.0049
77	<b>Color</b> (all time & materials, including toner, to keep the device in operation but not including repair and maintenance resulting from abuse)	Per Click rates	\$ 0.049
78	Move MFD between Metro Locations - Flat Rate	Each	\$ -
79	Consulting Service RE: Print Duplication, Finishing, Electronic Scanning - Rate Per Hour	Hour	\$ 35.00

**8- Offered Percentage Discount for other equipment / accessories not listed above**

Item	Description	Unit of measure	% Discount
80	% Discount OFF MSRP for all other equipment for Purchase	Each	40%
81	% Discount OFF MSRP for all other equipment for Rent	Each	40%
82	% Discount OFF MSRP for all other accessories for Purchase	Each	40%
83	% Discount OFF MSRP for all other accessories for Rent	Each	40%

<p><u>Escalation/De-escalation</u></p> <p><b><u>Enter in the total Maximum Percentage of Escalation that may apply to your Unit Bid Prices provided in the table above. Otherwise, leaving the Maximum Percentage of Escalation at 0.00% will assume that your Unit Bid Prices will remain the same over the 5-year term of the contract and the Offeror will not be able to change the price if awarded a contract.</u></b> For evaluation purposes, the Maximum Percentage of Escalation entered by the Offeror will be applied for Years 2-5 to reach a Total Maximum Contract Value. This Total Maximum Contract Value is the amount that all Offerors will be evaluated against.</p> <p>Note: Pricing on this Bid Form shall remain as bid for the first 12-months from the filing date for the contract and then can be subject to the Maximum Percentage of Escalation as detailed on this Bid Form in accordance to the Escalation/De-escalation clause within the Contract Terms and Conditions.</p>	<p><b>Maximum Percentage of Escalation</b></p>	<p><b>0%</b></p>
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**Notes:**

**Note 1:** Contractor will not perform any work until Metro issues a notice to proceed in a form of an approved Purchase Order (PO).

**Note 2:** Metro does not guarantee a minimum or a maximum amount of items and/or services to be purchased off of this contract.

**Note 3:** Leaving the unit rates at \$0.00 or **not completed** will indicate the offeror will provide the requested service at **no charge** to Metro. Offerors must be able to provide all items and/or services being requested on this cost spreadsheet not just certain portions.

**Note 4:** Leaving the Maximum Percentage of Escalation at 0.00% or **not completed** will assume that your unit rates will remain the same over the five (5) year term of the contract and the offeror will not be able to change the price if awarded a contract.

## Exhibit B – Scope

**Contract 6551611**

Contractor shall provide Multifunction Devices (MFDs), Copiers, Printers & Related Devices and Services to Metro Departments on an as needed basis.

Contractor is responsible for providing proper equipment, tools, labor, materials and trained personnel to fully execute the requirements of this contract scope.

Metro does not guarantee to purchase any minimum or maximum amount of the requested services; these shall be purchased on an as-needed basis.

### General Requirements

- Contractor will be responsible for the supervision, coordination, materials, equipment, and supplies necessary to furnish operational MFDs (Multifunction Devices) and to complete services described herein.
- Contractor will devote adequate personnel, in terms of number, expertise, and credentials, to perform all aspects of required service, including selecting, ordering, placing, and servicing equipment, within acceptable time periods as required.
- Contractor will maintain an adequate service organization that receives service calls and provides maintenance and repair service throughout Davidson County during the standard hours (8:00 AM through 4:30 PM) of each Metro business day.
- Contractor will maintain the ability to devote personnel to and quickly access and provide the services of additional, qualified personnel for Metro work under this agreement as necessary.
- Contractor must execute a seamless, contract transition plan for replacing MFDs supplied by the current contractor with newly manufactured equipment as soon as possible after the contract begin date and with minimal disruption of Metro business operations. In selected locations, as deemed necessary by Metro, Contractor will install temporary MFDs for the continuity of critical Metro operations until the permanent replacements, including all networking, of existing devices are completed.
- Contractor will be responsible for providing, as requested by Metro, rented MFDs in multiple Metro locations along with all associated services and materials, including toner, necessary to keep those MFDs reliable and operational. Notwithstanding the foregoing, MFD rental rates will not cover repairs and maintenance required as a result of abuse.
- Contractor will also be responsible for delivering, as requested by Metro, MFDs purchased by Metro.
- Contractor will supervise and direct all work performed under the contract by Contractor employees, subcontractor staff, or the staff of other contractors brought in to complete specific tasks ("personnel") and shall be solely responsible for all work methods and techniques used in the delivery of required goods and services.
- Contractor will provide an experienced Account Manager to work with Metro Point of Contact (POC) on all matters regarding this contract. The Account Manager must be familiar with the contract requirements and be prepared to handle all service issues and billing inquiries promptly.
- Contractor must adequately staff a "help desk" so that it is open for consultation and service to METRO staff during the standard hours (8:00 AM through 4:30 PM) of each Metro business day. This "help desk" must receive service calls, accept toner cartridge orders, dispatch supplies, and handle any other customer service-related calls.
- Contractor must provide on-site installation, testing, and training for the proposed hardware and software and provide additional resources for any additional ongoing training as well as troubleshooting.
- Contractor must provide an acceptable meter reading program to collect and report monthly meter readings from all rented equipment covered by the contract.
- Contractor will ensure that service is performed in compliance with industry standards and all federal, state, and local laws, ordinances, and regulations (including TOSHA and OSHA rules and regulations). Contractor will particularly comply with all federal, state and local safety regulations.
- Contractor will be responsible for working with each Metro agency to complete an assessment and determine MFD needs taking into consideration funding availability, and proximity to other MFDs.
- Contractor will provide, upon Metro request and approval of the Metro POC, professional consultation and services relating to print duplication, finishing, electronic scanning or software for print /document management.
- Contractor will provide comprehensive MFD relocation service for moving rented or previously purchased MFDs from one Metro location and installing each at another Metro location.

**Exhibit B – Scope****Contract 6551611****Equipment:**

- Metro will have the option to rent or purchase MFDs, and Contractor will deliver only newly manufactured MFDs per Metro authorizations.
- Contractor must deliver and install MFDs within 30 days of authorization or later as may be directed.
- Contractor will be responsible for identifying any facility needs for MFDs, such as the addition of an electrical outlet, and for notifying Metro's POC about such requirements for installation.
- Contractor will, upon receiving Metro approval and Purchase order (PO) and install MFDs. Installed MFDs must include toner, developer, drums, staples, and all other supplies EXCEPT paper. Power filters, or surge protectors, if needed, will be supplied by the Contractor at no additional cost and must meet industry standards and any manufacturer requirements.
- All MFDs offered will, at a minimum, copy, print, and scan to file and email. Options for faxing, full color output, card key user authentication, and commercial type printing and finishing functions must also be available.
- Throughout the contract term, Contractor must upgrade or downgrade the size/functionality of rented MFDs or otherwise "right size" MFD equipment as requested by Metro.
- Metro will have the discretion to cancel the rental of any MFD, without penalty, with a 30 day written notice from Metro.
- Contractor will provide, as necessary and at no cost to Metro, loaner machines for rented MFDs that are not operational. Contractor will replace, at no cost to Metro, MFDs with excessive downtime. Replacement MFDs must, at a minimum, have the speed and features of the replaced device.
- Excessive downtime will be defined as: five (5) days or one hundred twenty (120) total hours of downtime in a consecutive sixty (60) calendar day period; or for MFDs installed at locations with 7 day/24 hour operations, forty-five (45) total hours of downtime in a consecutive forty-five (45) calendar day period and the installation of a loaner machine will not affect the hours of downtime used to calculate a machine eligible for replacement due to excessive downtime (as indicated above).
- All MFDs furnished under this contract must have the following functionality (plus the Networking and Security functionality below):
  - copying, printing, optical scan capabilities.
  - multipage document handler.
  - duplexing capability.
  - finisher (as needed).
  - scan, in black and white and in color, to folder and e-mail.
  - network interface card.
  - hard drive overwrites and encryption capabilities.
  - user code functionality.
- Contractor will complete each instance of MFD relocation service within 10 business days after written notice from Metro's POC.
- Contractor maintains an acceptable toner cartridge recycling program, at no additional cost to Metro, to include suitable receptacles for depositing empty cartridges and regular collection of empties for recycling.

**Equipment Preventative Maintenance and Routine Repair:**

- Contractor will provide preventative maintenance and unscheduled, routine repair service for all rented MFDs. Contractor must keep all MFDs in good repair, condition and working order and must furnish any and all supplies (except paper), parts, mechanisms, and devices required to keep the equipment in good mechanical working order. These supplies, parts, and services will be covered by the monthly usage/cost per click rates for black and white and for color specified in the cost exhibit and will be delivered at no additional cost to Metro.
- MFDs purchased by Metro from the proposed categories will be rolled into the fleet of managed devices for which the cost of preventative and routine maintenance and of all supplies (except paper), parts, mechanisms, and devices required to keep the equipment in good mechanical working order is covered by the cost per click rate for black and white and for color referenced above.
- Contractor will offer service plans for equipment purchased by Metro, under this contract at standard, published rate.

**Exhibit B – Scope****Contract 6551611**

- Contractor will schedule and provide preventative maintenance services based on the specific needs of individual machines as determined by the manufacturer. The preventative maintenance calls will include, but not be limited to, routine cleaning, lubrication, necessary adjustments and replacement of unserviceable parts.
- Contractor will schedule preventative maintenance calls in advance with the office where the machine is located.
- Contractor will be required to respond to all service calls, by having a qualified service technician onsite, within 4 hours after Metro notification. In the event repairs cannot return the device to full functionality and speed within 48 hours from the time the service technician arrives on-site, Contractor shall provide a loaner at no additional charge.
- Metro will also have the option to purchase/lease related devices such as Scanners, Laser Printers, Wide Format Plotter/Printers as outlined in the Exhibit A - Pricing

**Equipment Networking and Security:**

- Contractor must connect MFDs to the Metro network through an industry standard Ethernet connection/network adapter that the Contractor must provide and install at no additional cost to Metro. Metro personnel will assign each device address on the Metro network and complete the connection of MFDs to network.
- MFDs provided hereunder must offer:
  - on demand ability to overwrite and secure, on a hard disk drive, print sent to the device until it is released by an authorized user.
  - automated job logging and auditing capabilities and log files with password control.
  - on demand ability to overwrite or wipe any data stored on the MFD.
  - on demand ability to establish local user accounts and authentication of users with local accounts.
  - on demand ability upgrade any firmware, software, and middleware controlling the MFD network capability and operations, to maintain or enhance Metro network security, either at the MFD or remotely (this capability must include the use of file transfer via SMBv2, SMBv3 for scanning directly to network folders).
  - ability to continuously overwrite (supporting single pass overwriting at minimum) or encrypt data written to the MFD hard drive while the drive is in use.
  - adhere to the agreement included as part of the Information Security Agreement documents referenced within this solicitation.
- Upon Metro request and at no additional cost, Contractor must remove and surrender the hard drive from a rented MFD to Metro prior to removal of the MFD from Metro service.

**Capability with the Existing System(s) /Software:**

- Department(s), including but not limited to, Nashville Public Library provide options for the general public to pay for copies and prints made. Nashville Library utilizes EnvisionWare System for charging for public copies and prints. Metro is not seeking to move away from EnvisionWare at this time.

**Warranty:**

- Contractor shall fully warrant all services against poor, inferior quality and workmanship for not less than one (1) year from the date of service.
- All applicable materials, parts and/or equipment furnished by service provider will be under original manufactures warranty from the date of installation.
- Contractor shall repair or replace any inoperable materials or equipment in a timely manner during the warranty period.
- Contractor shall be held responsible for any breakage, loss of equipment or supplies during the service.
- Contractor shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged.
- Contractor warrants that the employees or sub-contracted employees performing service under this scope are trained, experienced, competent, and if applicable appropriately licensed to perform the work and deliver the services required under this scope.

## **Exhibit B – Scope**

**Contract 6551611**

### **Licenses:**

- Contractor will be responsible for securing and maintaining all necessary certifications, licenses, permits, and authorizations (and for the costs thereof) required to perform required services.

### **Administrative and Fiscal Requirements:**

- **Payments—** Payment in accordance with contract terms and conditions shall constitute the entire compensation due to the contractor for all goods or services provided under the contract regardless of the difficulty, materials, or equipment required. Metro will compensate Contractor in accordance with the contract price exhibit. Rates include all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by Contractor (including but not limited to costs for Contractor's maintenance and use of a full range of services, personnel, materials, equipment, and vehicles necessary for acceptable contract performance). Subject to contract and payment terms and conditions, Contractor shall be paid for delivered/performed products or services properly authorized by Metro, and compensation shall be contingent upon the satisfactory provision of said products or services as determined by Metro.
- **Travel Compensation/Reimbursement—** Metro will NOT compensate or reimburse contractor for travel time to or within Davidson County, Tennessee or for any other travel-related expenses such as transportation.
- **Invoicing—** Contractor will invoice Metro only for goods or service delivered to and accepted by Metro and no later than ninety (90) days following delivery of subject goods or service. There will be no "added on" fees, surcharges or administrative fees for the performance of this contract.

### **MNPD Background Check**

Contractor's personnel delivering services or goods to highly secured locations will have to pass MNPD Background check. The cost of background check will be covered by the contracted vendor(s) and will not be subject to reimbursement by Metro.

## SECTION A-1

### **General Terms and Conditions**

- 1 Safeguards.** In addition to the controls specified in the exhibits to this Agreement, Contractor agrees to implement administrative, physical, and technical safeguards to protect the availability, confidentiality and integrity of Metropolitan Government of Nashville and Davison County (Metro Government) Information, information technology assets and services. All such safeguards shall be in accordance with industry-wide best security practices and commensurate with the importance of the information being protected, but in no event less protective than those safeguards that Contractor uses to protect its own information or information of similar importance, or is required by applicable federal or state law.
- 2 Inventory.** Contractor agrees to maintain at all times during the Term of this Agreement a Product and Service Inventory. Contractor shall upon request of Metro Government, which shall be no more frequently than semi-annually, provide the current Product and Service Inventory to Metro Government within thirty (30) days of the request.
- 3 Connection of Systems or Devices to the Metro Government Network.** Contractor shall not place any systems or devices on the Metro Government Network without the prior written permission of the Director of ITS, designee, or the designated Metro Government contact for this Agreement.
- 4 Access Removal.** If granted access to Metro Government Network or systems, Contractor and its Agents shall only access those systems, applications or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass security controls. Notwithstanding anything to the contrary in the Purchasing Agreement or other agreement between Metro Government and Contractor, Metro Government at its sole discretion, may refuse granting access right to Metro Government Network or Sensitive Information to any Agent of Contractor, and may at any time remove access rights (whether physical premise access or system access) from Contractor or any Agents, without prior notice or liability to Contractor, if Metro Government reasonably suspects a security violation by Contractor or such Agent or otherwise deems such action appropriate to protect Metro Government Infrastructure, Metro Government Network or Metro Government Information.
- 5 Subcontracting/Outsourcing.**
  - 5.1 Prior Approval.** Without Metro Government's prior written consent, Contractor may not subcontract with a third party to perform any of its obligations to Metro Government which involves access to Metro Government Information or connection to Metro Government Network. Nor shall Contractor outsource any Contractor infrastructure (physical or virtual) which Stores Sensitive Information without such consent. To obtain Metro Government's consent, Contractor shall contact the Metro Government ITS department. In addition, Metro Government may withdraw any prior consent if Metro Government reasonably suspect a violation by the subcontractor or outsource provider of this Agreement, or otherwise deems such withdraw necessary or appropriate to protect Metro Government Network, Metro Government Infrastructure or Metro Government Information.
  - 5.2 Subcontractor Confidentiality.** Contractor Agents are bound by the same confidentiality obligations set forth in this Agreement. Contractor or its Agent may not transfer, provide access to or otherwise make available Metro Government Information to any individual or entity outside of the United States (even within its own organization) without the prior written consent of Metro Government. To obtain such consent, Contractor shall send Metro Government a notice detailing the type of information to be disclosed, the purpose of the disclosure, the recipient's identification and location, and other information required by Metro Government.
  - 5.3 Contractor Responsibility.** Prior to subcontracting or outsourcing any Contractor's obligations to Metro Government, Contractor shall enter into a binding agreement with its subcontractor or outsource service provider ("Third Party Agreement") which (a) prohibits such third party to further subcontract any of its obligations, (b) contains provisions no less protective to Metro Government Network, Metro Government Infrastructure and/or Metro Government Information than those in this Agreement, and (c) expressly provides Metro Government the right to audit such subcontractor or outsource service provider to the same extent that Metro Government may audit Contractor under this Agreement. Contractor warrants that the Third Party Agreement will be enforceable by Metro Government in the U.S. against the subcontractor or outsource provider (e.g., as an intended third party beneficiary under the Third Party Agreement).

Without limiting any other rights of Metro Government in this Agreement, Contractor remains fully responsible and liable for the acts or omissions of its Agents. In the event of an unauthorized disclosure or use of Sensitive Information by its Agent, Contractor shall, at its own expense, provide assistance and cooperate fully with Metro Government to mitigate the damages to Metro Government and prevent further use or disclosure.

## **SECTION A-2**

### **Definitions**

Capitalized terms used in the Agreement shall have the meanings set forth in this Exhibit A-2 or in the [Metropolitan Government Information Security Glossary](#), which can be found on the Metropolitan Government of Nashville website . Terms not defined in this Exhibit A-2 or otherwise in the Agreement shall have standard industry meanings.

1. “Affiliates” as applied to any particular entity, means those entities, businesses, and facilities that are controlled by, controlling, or under common control with a stated entity, as well as (with respect to Metro Government) any entity to which Metro Government and/or any of the foregoing provides information processing services.
2. “Agent” means any subcontractor, independent contractor, officer, director, employee, consultant or other representative of Contractor, whether under oral or written agreement, whether an individual or entity.
3. “Agreement” means this Information Security Agreement, including all applicable exhibits, addendums, and attachments.
4. “Information Breach” means any actual or suspected unauthorized disclosure or use of, or access to, Metro Government Information, or actual or suspected loss of Metro Government Information.
5. “Effective Date” means the date first set forth on page 1 of the Agreement.
6. “Metro Government Information” means an instance of an information type belonging to Metro Government. Any communication or representation of knowledge, such as facts, information, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or audiovisual, owned by or entrusted to Metro Government.
7. “Metro Government Infrastructure” means any information technology system, virtual or physical, which is owned, controlled, leased, or rented by Metro Government, either residing on or outside of the Metro Government Network. Metro Government Infrastructure includes infrastructure obtained from an IAAS provider or systems that are provided and located on the Metro Government Network as part of a Service.
8. “Metro Government Network” means any Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by Metro Government.
9. “Term” means the period during which this Agreement is in effect.

## SECTION AST

### **Agent Security and Training**

- 1 Background Check.** Contractor shall perform a background check which includes a criminal record check on all Agents, who may have access to Metro Government Information. Contractor shall not allow any Agents to access Metro Government Information or perform Services under a Purchasing Agreement if Contractor knows or reasonably should know that such Agent has been convicted of any felony or has been terminated from employment by any employer or contractor for theft, identity theft, misappropriation of property, or any other similar illegal acts.
- 2 Information Security Officer.** If Agents will access or handle Metro Government Information, Contractor shall designate an Information Security Officer, who will be responsible for Contractor information security and compliance with the terms of this Agreement as it relates to Metro Government Information.
- 3 Agent Access Control.** Contractor shall implement and maintain procedures to ensure that any Agent who accesses Metro Government Information has appropriate clearance, authorization, and supervision. These procedures must include:
  - 3.1** Documented authorization and approval for access to applications or information stores which contain Metro Government Information; e.g., email from a supervisor approving individual access (note: approver should not also have technical rights to grant access to Sensitive Information); documented role-based access model; and any equivalent process which retains documentation of access approval.
  - 3.2** Periodic (no less than annually) reviews of Agent user access rights in all applications or information stores which contain Sensitive Information. These reviews must ensure that access for all users is up-to-date, appropriate and approved.
  - 3.3** Termination procedures which ensure that Agent's user accounts are promptly deactivated from applications or information stores which contain Sensitive Information when users are terminated or transferred. These procedures must ensure that accounts are deactivated or deleted no more than 14 business days after voluntary termination, and 24 hours after for cause terminations.
  - 3.4** Procedures which ensure that Agent's user accounts in applications or information stores which contain Sensitive Information are disabled after a defined period of inactivity, no greater than every 180 days.
  - 3.5** Procedures which ensure that all Agents use unique authentication credentials which are associated with the Agent's identity (for tracking and auditing purposes) when accessing systems which contain Sensitive Information.
  - 3.6** Contractor will maintain record of all Agents who have been granted access to Metro Government Sensitive Information. Contractor agrees to maintain such records for the length of the agreement plus 3 years after end of agreement. Upon request, Contractor will supply Metro Government with the names and login IDs of all Agents who had or have access to Metro Government Information.
- 4 Agent Training.**
  - 4.1** Contractor shall ensure that any Agent who access applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of the information or information and the security of the application. Completion of this training must be documented and must occur before Agent may access any Sensitive Information. This training must include, at a minimum:
    - 4.1.1** Appropriate identification and handling of Metro Government Information

- 4.1.1.1 Awareness of confidentiality requirements contained in this Agreement;
  - 4.1.1.2 Procedures for encrypting Metro Government Information before emailing or transmitting over an Open Network, if the information classification of the information requires these controls;
  - 4.1.1.3 Procedures for information storage on media or mobile devices (and encrypting when necessary).
  - 4.1.2 Education about the procedures for recognizing and reporting potential Information Security Incidents;
  - 4.1.3 Education about password maintenance and security (including instructions not to share passwords);
  - 4.1.4 Education about identifying security events (e.g., phishing, social engineering, suspicious login attempts and failures);
  - 4.1.5 Education about workstation and portable device protection; and
  - 4.1.6 Awareness of sanctions for failing to comply with Contractor security policies and procedures regarding Sensitive Information.
  - 4.1.7 Periodic reminders to Agents about the training topics set forth in this section.
- 4.2 Contractor shall ensure that any Agent who accesses applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of this information. Completion of this training must be documented and must occur before Agent may access any Metro Government Information. This training must include, at a minimum:
- 4.2.1 Instructions on how to identify Metro Government Information.
  - 4.2.2 Instructions not to discuss or disclose any Sensitive Information to others, including friends or family.
  - 4.2.3 Instructions not to take media or documents containing Sensitive Information home unless specifically authorized by Metro Government to do so.
  - 4.2.4 Instructions not to publish, disclose, or send Metro Government Information using personal email, or to any Internet sites, or through Internet blogs such as Facebook or Twitter.
  - 4.2.5 Instructions not to store Metro Government Information on any personal media such as cell phones, thumb drives, laptops, personal digital assistants (PDAs), unless specifically authorized by Metro Government to do so as part of the Agent's job.
  - 4.2.6 Instructions on how to properly dispose of Metro Government Information, or media containing Metro Government Information, according to the terms in Exhibit DMH as well as applicable law or regulations.
- 5 **Agent Sanctions.** Contractor agrees to develop and enforce a documented sanctions policy for Agents who inappropriately and/or in violation of Contractor's policies and this Agreement, access, use or maintain applications or information stores which contain Sensitive Information. These sanctions must be applied consistently and commensurate to the severity of the violation, regardless of level within management, and including termination from employment or of contract with Contractor.

**SECTION AV**

**Protection Against Malicious Software**

- 1 Microsoft Systems on Metro Government Networks.** For Products which will be installed on Microsoft Windows Systems residing on Metro Government Network, Contractor warrants that the Product will operate in conjunction with Metropolitan Government Antivirus Software, and will use real time protection features.
  
- 2 Non-Microsoft Systems on Metro Government Networks.** For Products installed on non-Microsoft Windows Systems residing on Metro Government Network, Contractor shall allow Metro Government to install Antivirus Software on such Products where technically possible. Upon Metro Government's request, Contractor shall provide the requisite information to implement such Antivirus Software in a manner which will not materially impact the functionality or speed of the Product.

## SECTION DMH

### **Device and Storage Media Handling**

- 1 Portable Media Controls.** Contractor (including its Agents) shall only store Metro Government Information on portable device or media when expressly authorized by Metro Government to do so. When Contractor stores Metro Government Sensitive Information or on portable device or media, Contractor shall employ the following safeguards:
  - 1.1** Access to the device or media shall require a password or authentication;
  - 1.2** The device or media shall be encrypted using Strong Encryption;
  - 1.3** The workstation or portable device or media containing Metro Government Information must be clearly identified or labeled in such a way that it can be distinguished from other media or device which is not used to store Sensitive Information.
  - 1.4** The device or media must be accounted for by a system or process which tracks the movements of all devices or media which contain Metro Government Information.
- 2 Media Disposal.**
  - 2.1** Contractor shall only dispose of media containing Metro Government Information when authorized by Metro Government.
  - 2.2** Contractor shall dispose of any media which stores Metro Government Information in accordance with media sanitization guidelines for media destruction as described in NIST document [NIST SP800-88: Guidelines for Media Sanitization](#).
  - 2.3** Upon Metro Government request, Contractor shall promptly provide written certification that media has been properly destroyed in accordance with this Agreement.
  - 2.4** Contractor may not transport or ship media containing Metro Government Information unless the media is Encrypted using Strong Encryption, or the information on the media has been sanitized through complete information overwrite (at least three passes); or media destruction through shredding, pulverizing, or drilling holes (e.g. breaking the hard drive platters).
- 3 Media Re-Use.**
  - 3.1** Contractor shall not donate, sell, or reallocate any media which stores Metro Government Information to any third party, unless explicitly authorized by Metro Government.
  - 3.2** Contractor shall sanitize media which stores Metro Government Information before reuse by Contractor within the Contractor facility.

**SECTION ENC**

**Encryption and Transmission of Information**

- 1** Contractor shall Encrypt Metro Government Sensitive Information whenever transmitted over the Internet or any untrusted network using Strong Encryption. Encryption of Sensitive Information within the Metro Government Network, or within Contractor's physically secured, private information center network, is optional but recommended.
- 2** Contractor shall Encrypt Metro Government Authentication Credentials while at rest or during transmission using Strong Encryption.
- 3** Contractor shall Encrypt, using Strong Encryption, all Sensitive Information that is stored in a location which is accessible from Open Networks.
- 4** If information files are to be exchanged with Contractor, Contractor shall support exchanging files in at least one of the Strongly Encrypted file formats, e.g., Encrypted ZIP File or PGP/GPG Encrypted File.
- 5** All other forms of Encryption and secure hashing must be approved by Metro Government.

## SECTION IR

### **Incident Response**

**1 Incident Reporting.** Contractor shall report any Information Security Incident of which it becomes aware, or failure of any technical or procedural controls, which has or had a potential to affect Metro Government Network, Metro Government Infrastructure or Metro Government Information to Metro Government and according to the following timeline and procedure:

**1.1** Contractor shall promptly report to Metro Government any successful Information Security Incident (with or without actual harm to system or information) within 24 hours of becoming aware of the incident. At a minimum, such report shall contain: (a) date and time when the Information Security Incident occurred; (b) the date and time when such incident was discovered by Contractor; (c) identification of the systems, programs, networks and/or Metro Government Information affected by such incident; (d) preliminary impact analysis; (e) description and the scope of the incident; and (f) any mitigation steps taken by Contractor. However, if Contractor is experiencing or has experienced a Information Breach or a successful Information Security Incident to systems that host or Store Sensitive Information or an Information Security Incident that is causing or has caused material disruption to the functionality or operation of Contractor systems or damage to Contractor hardware, software or information, including a successful attack by Malicious Software, Contractor shall report such security breach or incident to Metro Government both to the ITS Help Desk at (615) 862-HELP and to the Metro Government department within 24 hours from Contractor's reasonable awareness of such security breach or incident.

**1.2** Contractor shall document any attempted but unsuccessful Information Security Incident of which it becomes aware and report to Metro Government upon its request. The frequency, content, and format of such report will be mutually agreed upon by the parties.

**2 Incident Response.**

**2.1** Contractor shall have a documented procedure for promptly responding to an Information Security Incidents and Information Breach that complies with applicable law and shall follow such procedure in case of an incident. Contractor shall have clear roles defined and communicated within its organization for effective internal incidence response.

**2.2** Contractor shall designate a contact person for Metro Government to contact in the event of an Information Security Incident. This contact person should possess the requisite authority and knowledge to: (i) act as a liaison to communicate between Contractor and Metro Government regarding the incident (including providing information requested by Metro Government); (ii) perform the reporting obligations of Contractor under this exhibit; and (iii) develop a mitigation strategy to remedy or mitigate any damage to Metro Government Network, Metro Government Infrastructure, Metro Government Information or the Product or Service provided to Metro Government that may result from the Information Security Incident.

## SECTION NET

### **Network Security**

#### **1 Network Equipment Installation.**

- 1.1** Contractor shall not install new networking equipment on Metro Government Network without prior written permission by the Metro Government ITS department. Contractor shall not make functional changes to existing network equipment without prior written consent of such from Metro Government ITS department.
- 1.2** Contractor shall provide the Metro Government ITS department contact with documentation and a diagram of any new networking equipment installations or existing networking equipment changes within 14 days of the new installation or change.
- 1.3** Contractor shall not implement a wireless network on any Metro Government site without the prior written approval of the Metro Government ITS contact , even if the wireless network does not connect to the Metro Government Network. Metro Government may limit or dictate standards for all wireless networking used within Metro Government facility or site.

#### **2 Network Bridging.** Contractor shall ensure that no system implemented or managed by Contractor on the Metro Government Network will bridge or route network traffic.

#### **3 Change Management.** Contractor shall maintain records of Contractor installations of, or changes to, any system on the Metro Government Network. The record should include date and time of change or installation (start and end), who made the change, nature of change and any impact that the change had or may have to the Metro Government Network, Metro Government system or Metro Government Information.

#### **4 System / Information Access.**

- 4.1** Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.
- 4.2** Contractor shall only use Metro Government approved methods to configure Metro Government systems or application or grant access to systems.
- 4.3** Contractor shall use the Principle of Least Privilege when granting access to Metro Government Information, network or systems.

## SECTION PES

### **Physical and Environmental Security**

Contractor shall implement security measures at any Contractor facilities where Sensitive Information is stored. Such security measures must include, at a minimum:

- 1 Contingency Operations.** A documented Disaster Recovery Plan for accessing the facility and the Sensitive Information, and restoring Sensitive Information if needed, in the case of an emergency or crisis.
- 2 Environmental Safeguards.** Reasonable environmental safeguards to protect systems storing Sensitive Information from smoke, heat, water, fire, humidity, or power surge damage.
- 3 Access Control.** Appropriate controls which ensure that only authorized personnel are allowed physical access to the facility. Examples of appropriate controls include, but are not limited to: signage; personnel badges and controlled badge access; visitor sign in, escort, and sign out; security guards; and video surveillance for information centers which store Sensitive Information.
- 4 Maintenance Records.** Contractor shall conduct regular maintenance on systems which contain Sensitive Information and to facility's physical and environmental controls (e.g., temperature, physical access). Contractor shall maintain documentation of any repairs or maintenance performed on the systems or facility and shall provide Metro Government a copy of such records upon its reasonable request.
- 5 Physical Safeguards.** Contractor shall use best efforts to prevent theft or damage to Contractor systems or storage media containing Sensitive Information. Such efforts shall include, but are not limited to:
  - 5.1** Protecting systems or devices that contain un-encrypted Sensitive Information with physical barriers such as locked cabinet, floor to ceiling room, or secured cage.
  - 5.2** Not storing Un-encrypted Sensitive Information in "multi-party" shared physical environments with other entities.
  - 5.3** Not transporting or shipping un-encrypted media which stores Sensitive Information unless the information is sanitized through full media overwrite (at least one complete pass), or media destruction through shredding, pulverizing, or drive-punching (e.g., breaking the hard drive platters).
  - 5.4** In the event Products generate, store, transmit or process Sensitive Information and the Product does not support encryption, Contractor shall be solely responsible for the provision of physical security measures for the applicable Products (e.g., cable locks on laptops).

## SECTION REM

### **Remote Access to Metro Government Network/System**

#### **1 B2B VPN or Private Circuit Requirements.**

- 1.1 For Contractor's Business to Business ("B2B") or private circuit network connections which terminate on the outside of the Metro Government Network, Contractor must protect such connections by an International Computer Security Association Labs certified firewall.
- 1.2 Government may deny any traffic type due to risk and require Contractor to use a more secured protocol. Microsoft protocols such as those used in Window File Shares are considered risky and will not be allowed.
- 1.3 B2B Virtual Private Network ("VPN") connections to the Metro Government Network will only terminate on Metro Government managed network infrastructure.
- 1.4 Contractor shall authenticate the VPN to the Metro Government Network using at least a sixteen (16) character pre-shared key that is unique to the Metro Government.
- 1.5 Contractor shall secure the VPN connection using Strong Encryption.
- 1.6 Contractor shall connect to the Metro Government Network using a device capable of Site-to-Site IPSec support.
- 1.7 Contractor shall connect to the Metro Government Network using a device capable of performing policy-based Network Address Translation (NAT).
- 1.8 Contractor shall connect to the Metro Government Network through the Metro Government VPN concentrator.
- 1.9 Contractor shall not implement any form of private circuit access to the Metro Government network without prior written approval from the Metro Government ITS Department.
- 1.10 Metro Government reserves the right to install filtering or firewall devices between Contractor system and the Metro Government Network.

#### **2 Requirements for Dial-In Modems.**

- 2.1 If Contractor is using an analog line, the analog line shall remain disconnected from the modem when not in use, unless Metro Government has expressly authorized permanent connection.
- 2.2 Contractor shall provide the name of the individual(s) connecting to Metro Government Network and the purpose of the connection when requesting connectivity.

#### **3 System / Information Access.** Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.

#### **4 Remote Access Account Usage.**

- 4.1 Upon request, Contractor shall provide Metro Government with a list of active Agent user accounts and access levels and other information sufficient for Metro Government to deactivate or disable system access if it deems appropriate.
- 4.2 Contractor may not share Metro Government-issued ID's, or any user accounts which grant access to Metro Government Network or Metro Government systems.

- 4.3 Contractor Agent shall use unique accounts assigned to the Agent to perform work. Service accounts (or accounts that are configured and used by systems to gain access to information or other systems) may not be used by Contractor Agents to access any system.

## **5 Metro Government Network Access Requirements.**

- 5.1 Contractor shall only use Contractor systems which are compatible with Metro Government Remote Access technology to access Metro Government Network. If Contractor does not have a system that is compatible, it is Contractor's responsibility to obtain a compatible system.
- 5.2 Contractor shall implement security controls to protect Metro Government Network from risk when its systems or Agents connect to the Metro Government Network. Such controls include, but are not limited to:
  - 5.2.1 Installing and maintaining ICSA Labs certified Anti-virus Software on Contractor system and, to the extent possible, use real time protection features. Contractor shall maintain the Anti-virus Software in accordance with the Anti-virus Software Contractor's recommended practices.
  - 5.2.2 Contractor may not access the Metro Government Network with systems that may allow bridging of the Metro Government Network to a non-Metro Government network.
  - 5.2.3 Contractor shall only access the Metro Government Network with systems that have the most current Security Patches installed.

## **6 Use of Remote Support Tools on Metro Government Network.**

- 6.1 Contractor shall connect to the Metro Government Network using only Metro Government provided or approved Remote Access Software.
- 6.2 Contractor shall not install or implement any form of permanent Remote Access (e.g., GotoMyPC) on the Metro Government Network or Metro Government systems.

## **7 Remote Control Software**

- 7.1 Contractor may not install any form of Remote Control Software on systems that are maintained or administered by Metro Government without Metro Government's consent. Contractor is only allowed to install Remote Control Software on Contractor Managed Systems.
- 7.2 Remote Control Software must secure all network traffic using Strong Encryption.
- 7.3 Contractor shall ensure that Remote Control Software contained within the Product supports the logging of session establishment, termination, and failed login attempts. Each log entry must include the following information about the logged event: date and time of event; type of event; event description; user associated with event; and network identifiers (IP address, MAC Address, etc.) or logical identifiers (System name, port, etc.). For Contractor Maintained Systems, Contractor shall ensure that such systems are configured to do the above.
- 7.4 Remote Control Software shall not provide escalation of user account privileges.
- 7.5 Contractor shall only access the Metro Government Network via Metro Government approved remote access methods. Contractor shall not supply Products, nor make configuration changes that introduce non-approved forms of Remote Access into the Metro Government Network.