

Request for Quotation 1120657

Title **Inmate Phone, Communication Systems and Related Services**
Preview Date **21-FEB-2019 08:31:03** Open Date **21-FEB-2019 08:31:03**
Close Date **21-MAR-2019 14:30:00** Award Date **Not Specified**
Time Zone **Central Time**

Please submit your response online through iSupplier to:

Company **Metro Govt Of Nashville and Davidson County**
Buyer **TROUP, TERRI**
Location **Metro Govt Of Nashville and Davidson County**
Phone **Not Specified**
Fax
Email **Terri.Troup@nashville.gov**

When submitting your response, please include the following information.

Your Company Name	
Address	
Contact Details	
Response Valid Until	

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1 Header Information

1.1 General Information

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Time Zone Central Time Buyer TROUP, TERRI
Quote Style Sealed Email Terri.Troup@nashville.gov
Outcome Contract Purchase Agreement

1.2 Terms

Effective Start Date Not Specified Effective End Date Not Specified
Ship-To Address 1 METRO SITE LOCATION | 1590 1 METRO SITE LOCATION | 1590 REFERENCE ADDR IN SOLICITATION United States
Bill-To Address BILL TO: METRO PAYMENT SERVICES BILL TO: METRO PAYMENT SERVICES PO BOX 196301 NASHVILLE, TN 372196301 United States
Payment Terms Net 30 Carrier
FOB Delivery Freight Terms Supplier Prepaid
Currency USD (US Dollar) Price Precision Any
Total Agreement Not Specified
Amount (USD)

1.3 Requirements

Table with 1 column: RFP Solicitation (Selection) Method. Content includes Request for Proposal details, selection method, amendments, submission rules, confidentiality waiver, and target value information.

<p>RFP Solicitation (Selection) Method</p> <p>it deems necessary for the purposes of evaluation. Additional rounds may include, but not be limited to, interviews with acceptable or potentially acceptable Offerors.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Solicitation Objective</p> <p>The objective of this solicitation is to enter into a Metro contract that will be executed for a 3 year period with an option to renew on an annual basis for an additional 2 year period.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Solicitation Scope</p> <p>This is a multi-round solicitation that will consist of at least two (2) rounds as outlined below:</p> <p><u>Round 1</u></p> <p>Offerors shall submit required evaluation criteria information related to Project Experience, Methodology & Approach, and Product Information for a total of 100 points.</p> <p><u>Round 2</u></p> <p>Offerors evaluated as qualified for the second round of this solicitation will be invited to the next round(s) wherein Offerors will be required to provide demonstrations and submit cost information for a total of 100 Points.</p> <p>Points from Round 1 and 2, will be added together to determine who receives the max points out of the total 200.</p> <p>Scope Summary</p> <p>The Metropolitan Government of Nashville and Davidson County (hereafter "Metro") seeks the provision of a fully operational, secure and reliable inmate phone system, communications systems (kiosks, tablets, and video visitation), and related services for the Davidson County Sheriff's Office ("DCSO") correctional facilities and any contract facilities. The objectives of this RFP are to ensure that inmate phone system, communications systems, and related services are appropriately restricted, controlled, and being provided at a reasonable cost; recording and monitoring systems are in place that provide for reliable review and/or investigation of inmate calls and other communications; and, time required by DCSO personnel to administer the system is kept to a minimum.</p> <p>Metro expects no revenue/commissions as a result of this contract.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Scope Detail</p> <p>Metro seeks a single prime contractor with end-to-end responsibility for the turnkey inmate phone system, communications systems (kiosks, tablets, and video visitation), and other related services. DCSO prefers LDAP (local domain access protocol) integration for DCSO user access, but at a minimum, the inmate phone system, communications systems (kiosks, tablets, and video visitation), and other related services shall be accessible via a single login and dashboard.</p> <p>DCSO prefers a Contractor that develops its own software systems, ensuring an effective, seamless user interface. Subcontractor relationships shall be permitted; however the prime contractor shall be responsible for the entire operation of the inmate phone system and related devices.</p> <p>Contractor shall be solely responsible for all costs associated with providing the inmate phone system, communications systems (kiosks, tablets, and video visitation), and other related services outlined in this RFP, including purchase, installation, licensing, maintenance, and operation. Metro shall have no responsibility for any costs associated with the installation or on-going maintenance of the system.</p> <p>Any inmate phone system, communications systems (kiosks, tablets, and video visitation), and other related services records created as a result of this contract are the property of the DCSO. Certain records, such as call or visitation recordings, may be automatically purged based on a retention schedule determined by the DCSO. At a minimum, Contractor shall maintain non-purged recordings or other content, in addition to any informational records related to the purged items, for the life of the contract,</p>

<p>Solicitation Scope</p> <p>and will transfer the records to the DCSO upon expiration/termination of the contract.</p> <p>Contractor's inmate phone system, communications systems (kiosks, tablets, and video visitation), and other related services shall provide a software-based solution allowing DCSO personnel the ability to temporarily shut down any/all devices and/or platforms, including phones, tablets, kiosks, and video visitation, specific to a housing unit, facility, or the entire agency. Each platform will also allow the DCSO to choose which features to enable/disable, and will identify each inmate consistently throughout.</p> <p>New technology is important to the DCSO. The proposed turnkey inmate phone system, communications systems (kiosks, tablets, and video visitation), and other related service platforms shall be upgraded as required to implement the latest technology and industry best practices on an ongoing basis.</p> <p>Please see the document titled "DCSO Call Rates and Transaction Fees" attached hereto and incorporated herein for information about call rates for voice communication. Contractor may change any pricing other than pricing for voice communication, so long as the pricing complies with applicable law, and is approved by the DCSO. Taxes and regulatory and other mandated fees may also apply. Phone calls will be charged at the same per-minute rate, whether made via a wall phone or a tablet. Rate information will be requested as part of Round 2 which will be issued to the shortlisted vendors moving forward from Round 1.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Facilities and Inmate Population to be Served</p> <p>DCSO is responsible for a correctional population with an annual average daily population (ADP) of 2283 inmates (December 2017 -November 2018). The inmate population consists of pre-trial felons and misdemeanants; misdemeanants sentenced for up to one year; felons sentenced to the county for up to six years; and US Marshal and ICE prisoners.</p> <p>Contractor will provide inmate phone system, communications systems (kiosks, tablets, and video visitation), and other related services described in this RFP for the following correctional facilities: the Downtown Detention Center (DDC) [expected to open late 2019], Hill Detention Center (HDC) [expected to close late 2019], the Correctional Development Center Male (CDM), the Maximum Correctional Center (MCC) [expected to be renamed Correctional Development Center Female (CDF) in late 2019], the Offender Reentry Center (ORC) [expected to close mid-year 2019], and the contract facility, Metro Detention Facility (MDF). However, due to the pending closures of both HDC and ORC, installation of video visitation terminals in those facilities may not be required. The inmate phone system, communications systems (kiosks, tablets, and video visitation), and other related services shall also be provided to residents of the Behavioral Care Center (BCC) [expected to open late 2019].</p> <p>Security Clearance/Background Check</p> <p>Contractor shall require that its on-site employees and/or any subcontractors are subject to the same security regulations applicable to DCSO employees. At a minimum, Contractor will conduct drug testing and reference checks. Contractor shall bear full responsibility for the verification of educational degrees, licensure, and past employment for employees and subcontractors.</p> <p>Additionally, Contractor will request from the DCSO a pre-employment background check and security clearance for each applicant who will have regular daily contact with inmates. The DCSO must approve the security clearance prior to assignment. Contractor will also ensure annual background checks are completed for each Contractor/subcontractor employee. Contractor is responsible for any and all costs associated with conducting background checks. See attached DCSO Security Clearance Application and Release Authorization Form to be completed and submitted for approval in order to receive DCSO Clearance to enter into the building.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Interfaces</p> <p>Contractor will ensure the inmate phone system, communications systems (kiosks, tablets, and video visitation), and other related services integrate with DCSO's Jail Management System (JMS), and any necessary third party systems, including but not limited to, that of the commissary vendor and security electronics system vendor. Contractor is responsible for any costs of creating and implementing such</p>

<p>Solicitation Scope</p> <p>interfaces, including two-way interfaces when necessary. The use of third party developers must be approved by the DCSO.</p> <p>An inmate's personal identifying number (PIN) in the inmate phone system, communications systems (kiosks, tablets, and video visitation), and other related services will be based on the inmate's originating case agency (OCA) number. Contractor's system shall obtain this OCA and other identifying information via a transactional data interface with JMS for use throughout the inmate phone system, communications systems (kiosks, tablets, and video visitation), and other related services . The interface shall provide information about whether an inmate is in/out of custody and the housing location if in custody. Additionally, it shall have the ability to dump a full jail file for resyncing purposes.</p> <p>Contractor shall use the interfaces to, at a minimum:</p> <ul style="list-style-type: none"> · ensure only active PINs may be used to access system services; · restrict the use of a PIN to that inmate's current housing location; and, · prohibit an inmate's PIN from being used by two or more inmates to access services at one time. <p>Installation Requirements</p> <p>Metro shall provide the Contractor appropriate access to the buildings to install and maintain equipment and provide service repairs.</p> <p>Testing of all equipment shall be conducted prior to cutover at each facility, including software, programming, functions, and service requirements.</p> <p>Contractor is responsible for determining all wiring and software requirements, costs associated with the conversion of service from the local exchange carrier (LEC), and all negotiations with the LEC. Cabling will become the property of the DCSO upon the expiration of the contract resulting from this RFP.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <hr/> <p>Contractor will install access points to enable tablet connectivity within each housing area, as reasonably permitted by layout and other characteristics of the area.</p> <p>Immediately upon execution of the contract, Contractor shall submit a complete and detailed schedule of the time-frame required for installation, utility coordination, training, testing, and cutover. The inmate phone system, communications systems (kiosks, tablets, and video visitation), and other related services must be installed within a time-frame designed to minimize disruption of normal facility operations and reduce downtime. Contractor is responsible for notifying appropriate DCSO personnel of any delays in implementation.</p> <p>Contractor is responsible for coordinating removal of the current inmate phone system with DCSO and the existing provider.</p> <p>Contractor shall provide multiple training opportunities to personnel determined by the DCSO based on the user's role. At a minimum the training covers system administration, operation, and reporting. Contractor shall also provide on-going training at the request of DCSO or when new software and/or functionality are added. Additionally, Contractor shall provide training to the inmate population as needed during the initial installation period. All initial and subsequent training shall be provided at no cost to the DCSO.</p> <p>Within 3 days of cutover, Contractor shall provide DCSO a complete inventory of inmate phone and other items installed related to this contract. For instance, Contractor should provide a list of wall phones installed, including, but not limited to, equipment serial numbers, ANIs, and trunk and facility locations in phrasing that is compatible with DCSO's locations. Similar lists for any installed items related to kiosks, tablets, and video visitation are also required.</p> <p>Contractor shall ensure full functionality of all features prior to going live.</p> <p>Contractor shall maintain an accurate inventory at all times. Any removal, relocation, or installation of any phone or other device, including a change in automatic number identification (ANI), shall be approved in advance by DCSO and so documented.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>Inmate Phone System</p>

<p>Solicitation Scope</p> <p>The phone system shall:</p> <ul style="list-style-type: none"> · be a hosted, IP-based application that is securely accessible from anywhere at any time; · allow outgoing calls only; · include voice biometrics; and, · include inmate to inmate communication detection. <p><u>Inmate Phone System General Requirements</u></p> <p>Metro requires dial-tone service that is available 99.9% of the time as calculated during each calendar year. Connection times should be immediate, and lines should be free from noise, static, delay, and cross-talk.</p> <p>The system shall provide audio quality equivalent to that of common carrier experience of the public.</p> <p>The selected contractor must have a history of providing high quality services with a high level of customer satisfaction.</p> <p>There shall be no charge for unanswered or unaccepted calls.</p> <p>If inmate rate caps are imposed by the Tennessee Public Utility Commission, rates shall be capped accordingly during the life of the contract.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p><u>Inmate Phone System Hardware Requirements</u></p> <p>Contractor shall verify the completeness of all service components and ensure that any and all necessary equipment, materials, and services required for operation and maintenance are provided. Any item not specifically mentioned but necessary for the delivery and operation of the proposed system shall be considered as included in this proposal.</p> <p>All equipment proposed shall be fully compatible with DCSO's network infrastructure where applicable. All equipment provided shall be new and completely operational at cutover. All equipment shall comply with Part 68 FCC rules and meet or exceed all applicable codes and standards for installation and service. All systems proposed shall meet ADA standards.</p> <p>The system shall include line powered, wall-mounted phones equipped with UPS back-up to ensure at least one hour of phone service. The phones shall be equipped and constructed to be suitable for use in a correctional facility. All inmate phones must be waterproof, fireproof, and feature DTMF dialing. They must have pin-in-head mountings to the wall or cart. Each phone shall have external volume controls which meet ADA requirements.</p> <p>All handsets shall be of heavy-duty construction with no removable parts. Handset cords must be armored with a stainless steel lanyard, and a DCSO-approved length.</p> <p>Contractor shall maintain an on-hand supply of at least 10 disposable handsets for use with inmates on contact isolation. These handsets shall be in addition to the projected number of phones needed.</p> <p>Written dialing instructions in English and Spanish shall be permanently affixed to each inmate phone and prominently displayed on the call screen of each inmate tablet.</p> <p>The system architecture must be expandable to accommodate future growth and change outs.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p><u>Inmate Phone System Software Requirements</u></p> <p>The system shall process all inmate calls on an outgoing, station-to-station basis. Inmates may make collect calls.</p> <p>The phone system shall prohibit more than one call per connection and prevent/detect pulse dialing, three-way calls, or other hacking. No incoming calls or person-to-person calls will be permitted. All calls will be processed by an automated operator and shall not allow access to a live operator at any time.</p> <p>The system shall automatically block an inmate's ability to make international calls and dial numbers which include, but are not limited to, operator and directory service numbers such as 0, 411, and 911, and specific number plan areas (NPAs) such as 700, 976, and 900. Additionally, the system shall provide number translation of approved 800 numbers.</p>

<p>Solicitation Scope</p> <p>After the dialing sequence, the system shall allow the inmate to hear the automated prompts played for the called party. The system shall require positive call acceptance by rotary and touch tone phones. The inmate shall not be allowed to communicate with the called party until the call is positively accepted by the called party.</p> <p>The system shall brand all inmate calls with a pre-recorded message announcing the collect or prepaid call, name of the facility, and the pre-recorded voice of the inmate initiating the call. The pre-recorded message shall also allow the called party the ability to block the call. Additionally, each call will include a voice announcement stating, "This call may be monitored and recorded at any time."</p> <p>The system shall have the capability to suspend an inmate's calling privileges by setting a beginning and/or ending date. If an end date is supplied, the system will automatically re-enable privileges once the period has passed.</p> <p>The system shall allow call blocking to specific numbers configurable globally or by facility. The system shall permit the called party to block future calls from the facility via a prompt in an incoming call. Specific phone numbers such as those of victims, witnesses, staff, judges, and numbers requested by the DCSO shall be blocked. The system shall be capable of automatically blocking numbers which are dialed repeatedly within a specific period of time. These include call attempts and calls answered/not accepted, and may include calls answered/accepted as well Parameters should be adjustable according to DCSO needs.</p> <p>The system shall allow for set call duration time limits per type of device used, or other parameters as determined by the DCSO. The system shall be able to play voice overlay announcements randomly or at configurable timed intervals throughout the call, notifying the called party that the call is originating from a DCSO correctional facility. A voice overlay announcement shall also notify both parties one minute prior to call termination that the call will terminate in 60 seconds. The announcements shall be brief and audible enough to be heard by both parties. Volume and timing of the voice prompt should be site adjustable.</p> <p>.....</p> <p>Type No Response Required</p> <p>The system shall include the ability to automatically control settings such as on/off times for different days of the week in different housing units/facilities or agency-wide. In addition, the system must have the capability to enable/disable any phone from any secured internet capable computer.</p> <p>The system shall provide personal allowed number (PAN) lists associated with each PIN. These PANs shall store a set quantity, determined by the DCSO, of allowed phone numbers for each inmate to call. The system shall be able to identify if a PAN number appears on other inmates' PAN lists.</p> <p>The system shall provide redundancy to ensure no loss of data. The system shall also allow configuration changes according to DCSO needs.</p> <p>The system shall allow for free local calls to specific destination numbers requested by the DCSO, including but not limited to, the Public Defenders offices, consulates of foreign countries, and community agencies such as the Sexual Assault Center and Adult Protective Services.</p> <p>Contractor shall provide 10 phones in the main processing center to allow for free calls. Each inmate shall be allowed only one free, local call, and the free phones shall be located in an area monitored by correctional personnel.</p> <p>The system shall allow certain phone numbers with whom communication requires confidentiality, such as those of attorneys, to be designated as privileged, and thus, not recorded. The DCSO shall provide the awarded Contractor a list of phone numbers currently marked as free and/or privileged for import into the system at the onset of the contract resulting from this RFP.</p> <p>Contractor must provide a video relay service for use by inmates who are deaf, hard of hearing, and/or speech impaired.</p> <p>The system shall have security roles configured per individual, resulting in the user only seeing the features and functionalities to which he has access.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>Inmate Phone System Recording and Monitoring</p>
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<p>Solicitation Scope</p> <p>The inmate phone system shall provide full channel recording and monitoring of inmate calls made via the system. Additionally, the system shall provide the ability to simultaneously live monitor calls during recording.</p> <p>The system shall store call records and recordings using current industry solutions for a period determined by the DCSO.</p> <p>The system should feature, at a minimum, the ability to search by parameters such as PIN, destination number, originating location, and/or date/time.</p> <p>Contractor will ensure the call recording date/time mimics the date/time on the Call Detail Reports (CDRs) or other reports.</p> <p>The inmate phone system shall provide full channel recording and monitoring of inmate calls made via the system. Additionally, the system shall provide the ability to simultaneously live monitor calls during recording.</p> <p>The system shall store call records and recordings using current industry solutions for a period determined by the DCSO.</p> <p>The system should feature, at a minimum, the ability to search by parameters such as PIN, destination number, originating location, and/or date/time.</p> <p>Contractor will ensure the call recording date/time mimics the date/time on the Call Detail Reports (CDRs) or other reports.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>Inmate Tablet System</p> <p><u>Inmate Tablet System General Requirements</u></p> <p>Contractor shall provide a turnkey tablet program at no charge. The program must be affordable for users and be easy to administer. The program shall be configurable to fit the specific needs of different DCSO or contract facilities.</p> <p>The tablets shall allow inmates to send/receive electronic messages ("emessages") to/from non-incarcerated individuals ("friends/family") via a secure system that cannot interact with regular email. Additionally, the tablets shall allow inmates to receive photos, subject to approval, whether part of an emessage or separate, and to make phone calls to friends/family with the same restrictions that apply to the wall phones. The system shall also include paid and free entertainment options and other services as outlined below. Contractor should have an automated method allowing inmates to purchase access to such items, where applicable, with no DCSO staff involvement.</p> <p>Contractor shall store all emessages, including any system/administrative messages, any photos sent, any learning management system information, and other tablet-related records for the duration of the contract or other time period requested by the DCSO.</p> <p>Contractor shall also ensure the system provides officers and/or other designated DCSO users the ability to control the use of inmate tablets in real time, including:</p> <ul style="list-style-type: none"> · providing the ability to modify what applications are available on an individual tablet, group of tablets, or all tablets. This ability shall apply whether the changes are needed on demand, are scheduled for a number of hours/days/weeks/months, or until a designated date; · restricts DCSO users to only those permissions relevant to their specific job responsibilities; · allows facility personnel to create notifications and communications that can be pushed to one inmate tablet, a group of tablets, or all inmate tablets. <p>Contractor shall have a method of controlling on-hand inventory of tablets to ensure availability of just enough tablets, with no need to store a large inventory, or to have an insufficient supply. For instance, Contractor could ensure a surplus of tablets are on-hand to replace damaged tablets or increase housing unit supplies as needed.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p><u>Inmate Tablet System Technical Requirements</u></p> <p>Contractor shall provide inmate tablets that are Wi-Fi enabled and updated wirelessly in real time. The</p>
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<p>Solicitation Scope</p> <p>system shall provide the ability to locate/track a specific tablet, and identify which wireless access point it was last connected to, and when.</p> <p>Contractor shall provide enough charging carts and/or charging units for safe and secure charging of the tablets. Contractor shall ensure the tablets and charging devices are ruggedized for use in a correctional environment.</p> <p>Contractor shall work with the commissary vendor to provide access to order commissary items, including Contractor-approved earbud headsets, via the tablet.</p> <p>Contractor shall require an inmate to login to a tablet using credentials similar to what one must enter to make a phone call from a wall phone, before being able to access tablet applications.</p> <p>Application access must be configurable related to certain locations or individual inmates.</p> <p>Contractor will ensure that the DCSO may configure which apps will be available on the tablets. This shall include the ability to turn apps on/off by location such as agency, facility, and housing unit, as well as setting times for availability, whether scheduled or on-demand.</p> <p>The system will provide the ability to automatically delay emessage delivery for a set period of time determined by DCSO to prevent real-time, written communication.</p> <p>DCSO shall have the ability to create customized terms and conditions related to inmate tablets and the sending/receiving of emessages. Inmate tablets shall display the terms and conditions to inmate users prior to allowing access to services the first time they login, and for any subsequent changes to the terms and conditions. The inmate must accept the terms and conditions as displayed in order to access services. Similarly, friends/family wanting to send/receive emessages to/from inmates shall also be required to accept the terms and conditions before using the service the first time, and after any changes to the terms and conditions. The system must provide an exportable audit log of the acceptance or rejection of the terms and conditions by inmates and/or friends/family.</p> <p>Inmate tablet shall include a configurable option where a tablet times out after a designated period of inactivity. Additionally, the system shall include a configurable prolonged usage setting to timeout after an amount of time determined by the DCSO.</p> <p>Inmate tablets will allow inmates the ability to multitask by performing multiple functions at the same time. For instance, an inmate shall be able to view the inmate handbook or check his commissary balance during a phone call with friends/family.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p><u>Inmate Tablet System Security Requirements</u></p> <p>Contractor shall provide security measures which prevent inmates from breaching the network and/or accessing the internet directly. While logged in to a tablet, an inmate shall not be able to access another inmate's account/profile. Contractor shall provide secure internet protocol (IP) communications by authenticating and encrypting each IP packet of a communication session.</p> <p>Contractor shall provide the following hardware security measures:</p> <ul style="list-style-type: none"> · Ensure native browsers, contacts, calendar, phone, and messaging clients are removed; · Disable NFC, Bluetooth, and cellular wireless radio, excepting Wi-Fi; · No option for users to change the settings; · No option for users to install and/or uninstall apps; · Push authorized apps to the tablets through a remote management process; · No access to the third-party app stores; and, · Route the Contractor's wireless network traffic through the Contractor's internal system with no exception and provide firewall, transparent proxy, dynamic host configuration protocol (DHCP), domain name services (DNS), and routing services for the tablets. <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p><u>Inmate Tablet System Hardware Requirements</u></p> <p>Contractor shall ensure inmate tablet hardware:</p> <ul style="list-style-type: none"> · does not include a camera which can be used by the inmate;

<p>Solicitation Scope</p> <ul style="list-style-type: none"> · disables external speakers; · has high strength, impact-resistant security glass with integrated screen protector; · has a shock resistant housing to prevent damage; and, · utilizes headsets equipped with earbuds and a microphone to support voice biometrics. <p>Contractor will provide a supply of headsets so that each inmate will receive one during the dress out process. Contractor will be responsible for ensuring headsets offered through the inmate commissary are suitable for use with voice biometrics.</p> <p><u>Inmate Tablet System Application Requirements</u></p> <p>Inmate tablets shall have minimum capabilities to provide:</p> <ul style="list-style-type: none"> · ability to make phone calls; · ability to send/receive emessages, with an option to include access to scanned US mail; · ability for inmates to receive photos from friends/family, each of which must first go into a queue awaiting approval/rejection by designated DCSO personnel; · access to legal information ("law library"); · DCSO- approved podcasts; · access to a customizable learning management platform which includes content and testing features, as well as real-time instructor communication with inmates; · ability to submit grievances and receive responses; · ability to submit requests/receive responses for a variety of services such as chaplain, case management, and treatment; · ability to make commissary orders and review commissary balances; · ability to request and/or schedule video visitation; · ability to request and/or schedule face to face visitation by choosing a visitor from a drop-down of allowed visitors, excluding any designated as "banned." The requested visit would then go into a queue awaiting approval by DCSO personnel. Inmate receives a confirmation/rejection notice via the tablet; · document viewer for items such as the Inmate Handbook, reentry information, behavioral health education information, and/or other pdf documents approved by the DCSO; · access to DCSO-approved videos such as religious services or PREA videos; · access to DCSO-approved paid entertainment such as music, games, and movies; · access to DCSO-approved books; · access to DCSO-approved spiritual and self-help information; and, · AM/FM receiver. <p>.....</p> <p>Type No Response Required</p> <p>All entertainment options offered via the tablet must be approved by the DCSO. Contractor shall also ensure the tablets offer free entertainment options including a selection of books and at least one game that can be used by inmates with limited English proficiency.</p> <p>The system shall allow authorized DCSO users the ability to add/remove words from the watchword list. Watchwords found within an emessage must be highlighted for easy visibility. Those emessages shall be put into a queue until authorized DCSO users approve or reject the emessage based on facility security needs.</p> <p>The system must have the capability to translate emessages into English, regardless of whether the original emessage is in one or multiple other languages, for review by DCSO personnel.</p> <p>The system shall provide web-based interfaces which allow DCSO personnel to manage the system. The system shall automatically send notifications to appropriate personnel as needed, such as when there are watchword emessages or photos in the queue for processing. Friends/family shall have the ability to make deposits to the inmate trust accounts, send photos, and send/receive emessages through a web-based platform.</p> <p>The system shall notify the sending party when an emessage and/or photo is rejected. Authorized DCSO personnel may update the criteria requiring rejection as needed.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>Kiosks</p>

<p>Solicitation Scope</p>
<p>Contractor shall install kiosks throughout the DCSO, replacing any existing kiosks, including areas such as booking areas, inmate housing areas, and correctional facility lobbies.</p> <p>The home screen on the kiosks shall give the user the option to choose from multiple languages.</p> <p>Contractor will ensure that the various apps available on the kiosks are configurable by the DCSO. This shall include the ability to turn apps on/off by location such as agency, facility, and housing unit, as well as setting times for availability, whether scheduled or on-demand. Contractor shall ensure that the apps offered on the kiosks are not required to mirror those offered on the inmate tablets.</p> <p>Booking area kiosks will allow the following, including but not limited to: the inmate puts any paper money he has in his possession directly into the kiosk for collection and counting, the system automatically deposits the amount taken to the inmate's account, and the system provides a receipt to the inmate. These kiosks shall have the ability to accept a debit card received upon release from another jurisdiction. The kiosk would then apply the amount on the card to the inmate's account and provide a receipt. Contractor shall ensure the inmate does not incur fees for this service.</p> <p>Housing area kiosks will allow inmates the ability to perform various actions, available for use at predetermined, scheduled times. Such actions include, but are not limited to:</p> <ul style="list-style-type: none"> · sending/receiving emessages to/from friends/family; · receiving/viewing photos sent by friends/family; · requesting/scheduling visits with friends/family; · participating in video visits with friends/family; · ordering commissary and viewing account balances; · submitting requests/receiving responses for services such as case management, treatment programs, chaplain, special diets, and other general requests; · submitting grievances, receiving grievance responses, and tracking and reviewing pending/closed grievances; · viewing the inmate handbook and other facility-approved documents and/or videos; · viewing informational facility messages on a customized digital banner configurable by agency, facility, and/or housing unit with durations determined by the DCSO. <p>Housing unit kiosks will also allow inmates the ability to multitask by performing multiple functions at the same time. For instance, an inmate shall be able to view the inmate handbook or check his commissary balance during a visit with friends/family.</p> <p>Kiosks may be used in areas where tablets are not permitted.</p> <p>Correctional facility lobby kiosks will allow friends/family to, at a minimum, place money on an inmate's account; check the housing facility for an inmate; and request/schedule a visit with an inmate.</p> <p>Contractor shall store all kiosk-related records for the duration of the contract or other time period requested by the DCSO.</p>
<p>..... Target Value .</p>
<p>Type No Response Required</p>
<p>Grievances and Inmate Requests</p>
<p>Both the inmate tablets and the kiosks shall provide inmates the ability to submit grievances and other requests, and view the corresponding responses. Additionally, the system will include a process for inmate grievance appeals.</p> <p>The system shall allow DCSO personnel to officially assign grievances to other personnel as needed for response. DCSO personnel shall then be able to review and respond to grievances via the system interface/dashboard.</p> <p>The system will allow DCSO personnel to track the responses by various parameters such as category, facility, division, response time, and/or responding user.</p> <p>The inmates shall also be able to submit requests via the system interface/dashboard for services such as chaplain or case management, and other requests such as replacement shoes or access to a razor. The system shall alert the appropriate DCSO personnel, based on the type of request, and provide the details. When DCSO personnel respond to the request, the system shall alert the inmate that the response is available for review.</p> <p>Contractor shall provide the means to export grievance and inmate request/response records to the DCSO in a format compatible with JMS at least daily.</p>

<p>Solicitation Scope</p> <p>Contractor shall respond to grievances related to the inmate phone system, communications systems (kiosks, tablets, and video visitation), and other related services outlined within this RFP within 7 days of receipt. Contractor will complete the responses electronically.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Video Visitation</p> <p>The system must be capable of providing visitation services remotely, as well as to multiple facilities and multiple visitor centers, each of which may have different hours and policies.</p> <p>The system shall provide clear, high quality recordings with synced audio and video.</p> <p><u>Video Visitation Software Requirements</u></p> <p><i>Registration, Scheduling, and Payment</i></p> <p>The system must require a visitor to pre-register, during which the visitor must provide a photo of himself, and a photo of a valid photo ID. The system shall allow DCSO personnel to review all registrations and reject/approve as needed before a visit may be scheduled. The system shall send email notifications regarding registration approval/rejections, and/or scheduled, modified, or canceled visits.</p> <p>Contractor shall not charge for video visitation sessions where the visitor is on-site at the DCSO. Visitors shall be able to pay for a remote video visitation session using a credit/debit card. The system shall allow users to update their personal information such as password, address, and/or phone number as needed.</p> <p>The inmate platform and friends/family interface must be offered in at least English and Spanish.</p> <p>The system shall allow remote video visitation sessions to occur on Android and Apple smartphones and tablets.</p> <p>Video visitation shall only be available according to schedules and/or date/time ranges approved by the DCSO. The system shall allow authorized users as determined by the DCSO, which may include inmates, friends/family, attorneys, and/or DCSO personnel, to easily schedule on-site or remote video visits using an on-site terminal, a smartphone or tablet, or standard web browser. The video visitation request process used by friends/family shall have the ability to confirm inmate and/or video terminal availability based on the inmate's schedule and any pre-existing scheduled visits. The system shall alert DCSO personnel as needed concerning pending visits.</p> <p>The system must warn potential remote visitors if their computer systems do not meet minimum requirements for system connectivity.</p> <p>The system must be able to support simultaneous visits occurring in multiple housing units from multiple facilities in different locations and from on-site and remote visitation locations.</p> <p>Video visitation sessions shall connect automatically without any intervention from DCSO personnel. The system shall assign a unique visit session identification number for every visit for reporting and tracking purposes.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p><i>Cancelations/Exclusions</i></p> <p>The system will automatically cancel a visit if the inmate's visitation eligibility status changes, the inmate moves to a location where visits are not allowed or available, or the inmate is released.</p> <p>DCSO maintains allowed visitor lists for each inmate and a banned visitor list. Such lists will allow the DCSO to restrict a particular visitor from visiting with specified, or any, inmates.</p> <p><i>Live Monitoring</i></p> <p>The system must allow DCSO personnel to view and monitor live video sessions. Additionally, the system shall automatically rotate between live sessions and/or allow DCSO personnel to do so.</p> <p>The system shall provide personnel the ability to terminate a live video session for inappropriate or suspicious behavior, and include an area for DCSO personnel to document the reason for the termination.</p> <p>The system shall provide a visual warning message to inform the inmate and the visitor that the session will be ending in 90 seconds, and/or provide a visual countdown timer.</p>

<p>Solicitation Scope</p> <p><i>Recording</i></p> <p>The system shall allow for recording of visits, based on visitor type, such as friend or attorney. Recorded visits shall be:</p> <ul style="list-style-type: none"> · searchable and viewable; · stored for a period to be determined by the DCSO, and the DCSO shall be able to lock designated recordings to prevent an automatic purge based on the standard retention; and · downloadable into a standard video format such as MP4. <p>The system shall store video visitation records and recordings using current industry solutions for a period determined by the DCSO.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <hr/> <p><i>Administrative Use</i></p> <p>The system will require a unique username and password for each user. The system must provide different levels of permissions for DCSO personnel based on user type, and limit access according to the permissions. For example, the user types may include:</p> <ul style="list-style-type: none"> · Administrator – ability to create/manage/edit users, schedules, and visitation rules; ability to perform searches and create reports; live monitor sessions; and download recorded sessions · Standard User – create/manage scheduled video visits; live monitor sessions; and, approve/deny visitors · Read-only user – can only view scheduled visits <p>The system shall provide the ability to track inmate visitation activity and/or patterns of both inmates and friends/family. The system shall allow queries based on, at a minimum, the following criteria:</p> <ul style="list-style-type: none"> · inmate PIN; · session ID; · inmate first/last name; · visitor first/last name; · date/time of visit; · time periods such as day, week, and month; · inmate video visitation station/housing unit; and, · friend/family visit location. <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <hr/> <p>Video Visitation Hardware Requirements</p> <p>Contractor shall provide a fully functional video visitation system compliant with the specifications outlined in this RFP, including:</p> <ul style="list-style-type: none"> · The terminal will have a built-in camera; · The friend/family terminal will have an audio handset. · The inmate terminal will have an audio handset suitable for use in a correctional setting, or headset connectivity; · On-site visitors must be able to access the video visitation solution via terminals at designated DCSO video visitation areas; and, · Remote video visitors must be able to access via a broadband internet connection using an Android or Apple smartphone, or Windows-based or Apple tablets, laptops, or desktops with web cameras. <p>The system should provide high quality video using low bandwidth, and be consistent with industry standards for speed and resolution. The system must provide end-to-end encryption for all video visitation sessions.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <hr/> <p>Payment Options</p>
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<p>Solicitation Scope</p> <p>In addition to collect calls, the system shall allow inmates to pay for calls using prepaid calling cards. Calling cards provided by the Contractor will be sold through the commissary. The system shall also allow friends/family to make deposits onto an inmate's commissary/phone account or prepay for the calls via the friend/family member's phone account.</p> <p>Reporting and Audit Features</p> <p>The system must be capable of providing accurate, web-accessible, real-time and historical reports related to, but not limited to, calls placed through the inmate phone system, emessages sent/received, photos received, and video visit sessions. The system time for each platform shall be Central Standard Time.</p> <p>Phone system reports include, but are not limited to, call activity, frequently dialed numbers, three-way call attempts, and destination numbers dialed by more than one PIN. Routine CDRs shall be configurable according to DCSO preference, and may include information such as origination location, date/time of call, destination number, type of call (local, intralata, interlata, or interstate), duration of call in minutes, reason for disconnect, and total cost billed to customer. CDRs obtained throughout the system must include a header or cover sheet which specifies the information queried to generate the report.</p> <p>Reports from various areas of any platform shall be consistent in appearance, including those received as exports via email. Each platform shall have the ability to export reports in pdf, Excel, and CSV formats at a minimum. This includes the ability to obtain a report of photos sent as emessage attachments or sent individually, with corresponding information about the sender, recipient, and date/time sent. The size of the photo on such reports must be acceptable to the DCSO.</p> <p>The various platforms shall provide access to comprehensive reports. This shall include the ability to create reports specific to DCSO needs and/or request the creation of additional reports from the Contractor. Reports shall consistently use DCSO terms for locations instead of vendor-assigned identifiers.</p> <p>The platforms provided shall also provide access to comprehensive audit features. For example, an authorized user should be able to query information such as who blocked a destination number and why; who designated a destination number as free and/or private, why, and when; and who disabled a PIN number, why, and when.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Investigative Tools</p> <p>The system will include a robust investigative tool which collects information from the various platforms such as visitation, phone calls, emessaging, and funds deposits to identify linkages between individuals, incarcerated or otherwise, and their participation within the system. For example, this would include the ability to identify common contacts between inmates, and friends/family who communicate with and/or deposit funds for multiple inmates. The investigative software must be able to identify connections between inmates and/or friends/family with multiple levels of relationships.</p> <p>The investigative tool must be completely integrated and accessed via the same dashboard as the other platforms.</p> <p>The system will automatically detect three-way calls, visually pinpoint the location within the call recording, and provide the ability to restrict them according to DCSO preference. The system will provide the ability to flag three-way, PIN abuse, and inmate-to-inmate calls for immediate review. The system will also provide the ability to create and export reports based on criteria such as misused PINs, three-way calls, and frequently called numbers.</p> <p>The system will provide a call player that graphically displays details of every call. DCSO personnel shall be able to review the call, and have the ability to scan and replay call segments. Additionally, they will be able to graphically view and independently listen to either the inmate side or the called party side, without the need for additional equipment. They will be able to vary the call replay speed, skip pauses in the conversation, and easily make notes related to each call or call segment.</p> <p>The system shall provide the ability to choose a single or multiple calls from search results for export to external digital media. Additionally, the system shall allow multiple calls, whether all or part of the search results, to be sent to one or more individuals, simultaneously, via secure email. The third party recipients may then download and save the recordings and corresponding CDR to locations of their choosing. The Contractor shall ensure similar capabilities for exporting emessage and video visitation records.</p> <p>The various platforms shall provide methods to provide identification of parties involved. During a phone</p>

<p>Solicitation Scope</p> <p>call, this may include features such as voice verification and/or covert photo and/or video of the parties. For visitation or emessaging, this may include requiring the name used during registration to be consistent with a scanned ID and credit card information where applicable. DCSO investigators shall have access to full demographic information provided by friends/family in the various platforms, excluding credit card info.</p> <p>The system will provide the ability for investigators to search for keywords in phone calls and emessages, and to flag and track inmates and destination numbers by potential threats to security such as gangs, high profile inmates, escape risks, or restrictive housing inmates. The system will provide the ability to query call records specific to such groups or other criteria. Additionally, the system can be configured to automatically show recent calls that fit custom criteria, such as calls initiated by the PINs of such group members.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>The system must allow DCSO personnel to set up alerts by PIN and/or destination number. Notification alerts should include, but not be limited to, the following features:</p> <ul style="list-style-type: none"> · Allow live monitoring of conversations without the inmate knowing; · Allow the ability to disconnect the call in progress; · Allow one or more investigators to be notified about an "alert" call at any phone number and/or email designated by the investigators; and, · Require investigators to assign a PIN and enter it when an alert call is received to ensure unauthorized users do not have access to the system. <p>The system shall provide the ability for investigators to attach notes to a call and view them individually or via a report.</p> <p>The system shall allow investigators to search the text of notes, and share the notes during an export to a third party or keep them private if they choose. They may also link calls together by adding a searchable case number or other identifier to individual calls.</p> <p>The system shall provide investigators access to billing name and address (BNA) information where available.</p> <p>The system shall allow for on-demand call transcription.</p> <p>The system shall provide the ability for multiple users to listen to the same call from multiple locations, whether live or recorded.</p> <p>The system will provide tools that give DCSO management the ability to track and report on system use by DCSO personnel. The system will provide audit logs of all activity, including but not limited to, user login times; user login locations; and user activities performed such as scheduling/modifying/canceling a visit.</p> <p>DCSO desires a Contractor who can provide ancillary services to augment DCSO's investigative efforts. For instance, one such service could provide dedicated personnel to routinely live monitor calls and/or review emessages and visits to detect suspicious behavior and report it to the DCSO for additional investigation and/or follow-up. The calls/emessages/visits reviewed would be based on targeted data collection, usage patterns, and other strategies in conjunction with the intelligence gathering priorities established by DCSO. Additionally, such monitoring/reporting could be initiated by specific request in the immediate aftermath of a critical incident or other situation. Such services would include regular communication between the service provider and DCSO's investigative personnel to review the on-going success of the program, make adjustments as necessary, and to discuss creative solutions that may enhance the program.</p> <p>Other ancillary services might be cell phone detection devices and forensic lab services with the capability to gather extracted cellular data from phones confiscated within DCSO or contacted facilities. This forensic lab service shall provide examination of devices that are damaged or locked, using the current forensics techniques.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>Customer Service</p>

<p>Solicitation Scope</p> <p><u>Service Hotlines</u></p> <p>Contractor shall provide 24 hours, 7 days a week ("24/7") technical support to the DCSO via a toll-free service hotline number, with resulting dispatch coverage as needed. Support technicians shall respond within 4 hours of the time the trouble ticket is entered, if not already on-site. DCSO shall be kept informed of trouble ticket resolution via email every 6 hours. An escalation process shall be used after no response or after 24 hours.</p> <p>Contractor shall provide written plans of action within 72 hours for issues which the DCSO communicates to the Contractor to be "security concerns".</p> <p>Contractor shall also provide a 24/7 toll-free service hotline for friends/family to call to make payments, access account information, and resolve issues. Inmates shall be provided with a mailing address and instructions in English and Spanish about filing a complaint.</p> <p><u>Support Technicians</u></p> <p>Contractor shall provide one or more on-site support technicians, as needed, for the inmate phone system, communications systems (kiosks, tablets, and video visitation), and other related services outlined in this RFP. Such technicians shall follow DCSO policies and applicable standards set forth by the Tennessee Correctional Institute (TCI), American Correctional Association (ACA), and the Prison Rape Elimination Act (PREA).</p> <p><u>Training</u></p> <p>Contractor personnel and its subcontractors who will have regular daily contact must have 40 hours of training prior to job assignment, including 16 hours of DCSO instruction on working in correctional facilities. DCSO provides such Contractor employees 4 hours of DCSO instruction as part of the required 40 hours of annual training thereafter. For pre-service and annual training, Contractor will provide the remainder as facility training in cooperation with DCSO.</p> <p>Contractor is responsible for the routine and technical training of its employees on the operation of the equipment and on the use of commercial software programs. Contractor is responsible for the payment of employee training courses or workshops such as fee-paid courses, registration, tuition, travel expenses, lodging, and/or commercial technical support, as well as supplemental reference books for the Contractor's employees.</p> <p>Contractor shall maintain documentation of each employee's orientation and training, including competence to perform the duties required in a correctional setting.</p> <p><u>Investigations</u></p> <p>DCSO personnel conduct administrative investigations in response to misconduct allegations and/or following certain critical incidents or other events. Contractor personnel who may have information relevant to an investigation will cooperate with the interview process. If a Contractor employee or subcontractor refuses to cooperate as requested, the DCSO will revoke the individual's security clearance.</p> <p>At times, criminal law enforcement personnel may need to interview Contractor/subcontractor personnel in relation to a witnessed event.</p> <p>Additionally, Contractor will ensure DCSO investigative personnel are contacted about any misconduct allegations involving DCSO personnel and/or Contractor/subcontractor personnel relevant to the safety and security of the correctional facility. Contractor will do so regardless of whether it has initiated its own investigation into the allegations.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>Finally, please have your offer loaded in the iSupplier system well in advance of the deadline for submission of offers to avoid any last minute functionality issues. While Metro makes every attempt to assist suppliers with entering their offers, there is not sufficient time to trouble shoot functionality issues within one hour of the deadline for submission of offers.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>Information Security Agreement</p>
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<p>Information Security Agreement</p> <p>Metro is committed to the responsible use of the information entrusted to it and to protecting the confidentiality, integrity and availability of that information. However, information security is not an absolute and Metro cannot absolutely guarantee the security of the information that it handles. Metro aspires to fully protect citizen information through the use of multiple information security controls, including technical, administrative and physical controls.</p> <p>Metro requires that any external party, vendor, etc., exercises the same or greater level of due diligence with regards to the protection of Metro information, information technology assets and information processing facilities that are accessed, processed, communicated to, or managed by external parties or where external parties add products or services.</p> <p>Complete the ISA Questionnaire found at https://www.nashville.gov/Portals/0/SiteContent/ITS/docs/Information%20Security/MISA-Questionnaire_V1_6.pdf and attach it with your quote. Using the attached ISA Matrix found at https://www.nashville.gov/Portals/0/SiteContent/ITS/docs/Information%20Security/MISA-ExhibitSelectionMatrix_V1_6.pdf, determine the applicable ISA Terms and Conditions found at https://www.nashville.gov/Portals/0/SiteContent/ITS/docs/Information%20Security/MISA-Exhibits_V1_6.pdf based on your company's completed ISA Questionnaire.</p> <p>Failure to attach your completed ISA Questionnaire may result in your offer being deemed non-responsive.</p> <p>Please acknowledge if your company accepts the ISA Terms and Conditions.</p> <p>For an RFP or RFQ, offeror must indicate acceptance of the applicable ISA Terms and Conditions. If any exceptions are taken, attach a PDF file to your quote identifying the exceptions and label it as ISA Terms and Conditions Exceptions.</p> <p>Please note that if exceptions are not stated at this time, they will not be granted after the contract is awarded. Exceptions taken after the award will result in the withdrawal of the intent to award and offeror's firm suspended from upcoming solicitations.</p> <p>.....</p> <p>Target Value ISA Questionnaire Attached and ISA Terms and Conditions Accepted</p> <p>.....</p> <p>Provide your answer below</p>
<p>Insurance Requirements</p> <p>Insurance Requirements</p> <p>Any offeror receiving an intent to award letter shall be required to provide a Certificate of Insurance within fifteen (15) days of receiving the notification in order to proceed with award and execution of a contract.</p> <p>The "Description" section <u>must</u> read as follows: Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement and automobile liability additional insured endorsement. RFQ # 1120657.</p> <p>In the "Certificate Holder" section it <u>must</u> read as follows: Purchasing Agent, Metropolitan Government of Nashville and Davidson County, Metro Courthouse, Nashville, TN 37201.</p> <p>The following insurance(s) shall be required:</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>· General Liability Insurance in the amount of one million (\$1,000,000.00) dollars.</p> <p>.....</p> <p>Target Value .</p>

Insurance Requirements
Type No Response Required
· Automobile Liability Insurance in the amount of one million (\$1,000,000.00) dollars (if Offeror will be making on-site deliveries).
.....
Target Value .
Type No Response Required
· Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee. (Workman's Comp Insurance is not required for companies with fewer than five (5) employees.).
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Target Value .
Type No Response Required
· Cyber Liability Insurance in the amount of one million (\$1,000,000.00) dollars (for companies that have access to personal information (SSN's Addresses of employees, customers or students))
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Target Value .
Type No Response Required
· Technological Errors and Omissions Insurance in the amount of one million (\$1,000,000.00) dollars (for software and hardware manufacturers & website designers).
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Target Value .
Type No Response Required
Standard Solicitation Requirements
Inquiries
All questions/inquiries that are specific to the Round 1 solicitation shall be submitted via iSupplier Online Discussion on or before Tuesday, March 12, 2019 at 4:30 PM Central Time. Questions will be answered formally via Amendment to the solicitation soon after the deadline for submitting questions.
You may contact Terri Troup at 615-862-6669 or terri.troup@nashville.gov with questions regarding iSupplier or you may email iSupplier@nashville.gov . All offerors are encouraged to sign in to the iSupplier system as soon as possible to view the solicitation and ensure all login information is correct.
Offerors must clearly understand that the only official answer or position of Metro will be the one stated in writing by Division of Procurement staff.
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Target Value .
Type No Response Required
Pre-Offer Meeting
A pre-offer meeting will be held for this solicitation at 10:00AM Central Time on Tuesday, March 5, 2019 in the University Conference Room located in Lindsley Hall, 730 2nd Ave South, Nashville, TN 37210.
If you are unable to attend the pre-offer meeting, you may participate through signing into GoToMeeting from computer, tablet, or smartphone by clicking https://global.gotomeeting.com/join/927348925 and/or by dialing 1(646)749-3112(Access Code: 927-348-925).
If you are attending through GoToMeeting, you must email the buyer, Terri Troup at terri.troup@nashville.gov, your name, email address, phone number, and the name of the company you are representing within an hour of the meeting conclusion. This information will be added to the official pre-offer meeting sign-in sheet. You will not receive credit for attending the meeting if you do not send this information to the buyer.
Metro urges all prospective offerors to attend planned pre-offer meetings.
.....
Target Value .
Type No Response Required

<p>Standard Solicitation Requirements</p> <p>Accurate Information Failure to provide complete and accurate information in an offer to this solicitation may result in your offer being deemed nonresponsive. Metro may institute debarment proceedings against the offeror and/or terminate any contract or purchase order that has been awarded based on inaccurate information.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Extraneous Information Offers should be brief and concise. Information provided beyond the requirements described in this solicitation may be considered extraneous and as a result discarded.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Minor Irregularities Metro reserves the right to waive minor irregularities in offers, provided that such action is in the best interest of Metro. Any such waiver shall not modify any remaining solicitation requirements or excuse the offeror from full compliance with the solicitation specifications and other contract requirements if the offeror is awarded a contract.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Ambiguity, Conflict or Other Errors in the Solicitation Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this solicitation prior to submitting their offer, or it shall be waived. Claims of ambiguity after submission of the offer shall not serve as grounds for a protest.</p> <p>If an offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, they shall immediately request modification or clarification using the online discussion feature of iSupplier. Required modifications or clarifications will be issued by solicitation amendment.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Validity of Offers All offers shall be valid for a period of one-hundred and twenty (120) days from the closing date of the solicitation unless another timeframe is agreed to by all parties. Submission of an offer does not afford rights to the offeror nor obligate Metro in any manner.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Offer and Presentation Costs Metro will not be liable for any costs incurred by an offeror in the preparation of its response to a solicitation, nor for the presentation of its offer and/or participation in any clarifications, discussions, negotiations, or protests.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Rejection of Offers Metro reserves the right to accept or reject, in whole or in part, any offers submitted. The failure of an offeror to promptly supply information in connection with, or with respect to, reasonable requests may be grounds for a determination of non-responsibility.</p> <p>.....</p> <p>Target Value .</p>

<p>Standard Solicitation Requirements</p> <p>Type No Response Required</p> <p>Subcontractors/Subconsultants</p> <p>Offeror must enter all subcontractors/subconsultants in the Supplier Profile Attributes section of the quote. All proposed subcontractor/subconsultants and/or suppliers must be registered in iSupplier in order to populate their name within the attributes section. Offeror should identify those subcontractors/subconsultants and/or suppliers that are Small or Service-Disabled Veteran (SBE/SDV) owned, or those that are Minority or Woman owned as appropriate. All known subcontractors/subconsultants and/or suppliers who will perform a portion of this project must be listed.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>Small, Minority, Woman-owned and/or Service Disabled Veteran-owned (SMWSDVB) Participation and Misrepresentation</p> <p>Offerors must acknowledge that they understand the DBE (SMWSDVB) participation expectations described in the next paragraph.</p> <p>Offeror are encouraged to meet a target of 15% DBE (SMWSDVB) participation in the delivery of the services necessary to meet the scope of work. Respondent acknowledges that during the execution of any resulting agreement, contractor will seek every effort to maximize participation over the life of the agreement.</p> <p>Offeror also acknowledges that they understand the consequences of failing to comply with their SMWSDVB participation commitments. If Contractor fails to comply with their SMWSDVB businesses participation commitments, or it is determined that their SMWSDVBs status or the SMWSDVBs status of any subcontractor/ subconsultant/supplier, is shown to be false; Metro may terminate the Contract and charge Contractor for any costs incurred by Metro as a result of the misrepresentation. Misrepresentation may result in debarment.</p> <p>Contractor shall enter payments to SBE/SDV and MWBE subcontractors/subconsultants/suppliers into iSupplier as instructed by Metro. Failure to do so may impact payments to Contractor.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>Americans with Disabilities Act</p> <p>Contractor shall ensure Metro that all services provided through this resulting contract shall be completed in full compliance with the 2010 Americans with Disabilities Act ("ADA") enacted by law on March 15, 2012 and adopted by Metro. Contractor will ensure that participants at public meetings with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>Contractor Personnel Requirements</p> <p>Subsequent to submission of an offer and prior to award of a contract, key personnel identified in the offer shall not be changed without the approval of Metro. Any changes in key personnel without Metro approval may result in the offer being rejected and not considered for award.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>Unauthorized Work</p> <p>The successful offeror shall not begin work until Metro issues a Notice to Proceed or Purchase Order. Any unauthorized work shall be deemed non-compensable and the offeror will have no recourse against Metro.</p> <p>.....</p>
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Standard Solicitation Requirements
Target Value . Type No Response Required
Affidavits
Enter your City Target Value Provide your answer below
Enter your County Target Value Provide your answer below
Enter your State Target Value Provide your answer below
Enter your Zip Code Target Value Provide your answer below
Affiant states that Offeror has all applicable licenses, including business licenses. Affiant also states that offeror is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065 Target Value Yes, I so affirm. Circle one from the response values below:

<p>Affidavits</p> <p>Yes, I so affirm. No and are non-responsive.</p> <p>Affiant affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L. 4.28.020</p> <p>.....</p> <p>Target Value Yes, I so affirm.</p> <p>.....</p> <p>Circle one from the response values below: Yes, I so affirm. No and are non-responsive.</p> <p>Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows: To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government; - To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts; - Not to otherwise engage in discriminatory conduct; - To provide a discrimination-free working environment; - That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption; - That the Covenant of Nondiscrimination shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and - That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070</p> <p>.....</p> <p>Target Value Yes, I so affirm</p> <p>.....</p> <p>Circle one from the response values below: Yes, I so affirm No, and am nonresponsive</p> <p>Affiant affirms that neither the offeror nor utilized temporary staffing service employs any person who is not a legally authorized to work in the United States. Any contractor who knowingly violates the provisions of this section is subject to debarment or suspension. M.C.L. 4.40.060</p> <p>.....</p> <p>Target Value Yes, I so affirm.</p> <p>.....</p> <p>Circle one from the response values below: Yes, I so affirm. No and are non-responsive.</p> <p>It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned Affiant states that the Offeror has not retained anyone in violation of the foregoing. M.C.L. 4.48.080</p> <p>.....</p> <p>Target Value Yes, I so affirm.</p> <p>.....</p> <p>Circle one from the response values below:</p>

<p>Affidavits</p> <p>Yes, I so affirm. No and are non-responsive.</p>
<p>Iran Divestment Act Affidavit</p> <p>By submission of this offer and in response to the solicitation, offeror(s) and each person signing on behalf of offeror(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the offeror(s), nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list created pursuant to the Tennessee Code Annotated § 12-12-106 (Iran Divestment Act). Referenced website: https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf</p> <p>.....</p> <p>Target Value Yes, I so affirm.</p> <p>.....</p> <p>Circle one from the response values below: Yes, I so affirm. We cannot so affirm. Therefore, we attach a signed statement setting forth in detail the reasons for non-compliance.</p>
<p>Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees:</p> <ul style="list-style-type: none"> (a) Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis; (b) Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or (c) Work on property owned by the metropolitan government. <p>Such training shall be provided no later than (90) days of the effective date of the contract or (90) days of the employee's start date of employment with affiant if said employment occurs after the effective date of the contract. M.C.L. 2.230.020</p> <p>.....</p> <p>Target Value Yes, I so affirm</p> <p>.....</p> <p>Circle one from the response values below: Yes, I so affirm No, and are non-responsive</p>
<p>And Further Affiant Sayeth Not:</p> <p>Name of Company Officer:</p> <p>.....</p> <p>Target Value .</p> <p>.....</p> <p>Provide your answer below</p>
<p>Title:</p> <p>.....</p> <p>Target Value .</p> <p>.....</p> <p>Provide your answer below</p>

Affidavits
<p><i>The provision of false information is a material breach.</i></p> <p>.....</p> <p>Target Value Acknowledged.</p> <p>.....</p> <p>Circle one from the response values below: Acknowledged. Our offer is non-responsive</p> <p><i>If the principal officer cannot so attest, the offer will be determined non-responsive.</i></p> <p>.....</p> <p>Target Value . Type No Response Required</p>
Evaluation Criteria
<p>All submitted proposals should include the following on every page as a header and/or footer</p> <ul style="list-style-type: none"> · RFQ Number · RFQ Title · Proposer Name · Evaluation Criteria Section Title · Page Numbers <p>Each PDF document should be named the Evaluation Criteria Section Title</p> <p>·</p> <p>.....</p> <p>Target Value . Type No Response Required</p>
EVALUATION CRITERIA
<p>.....</p> <p>Type No Response Required</p> <p>Solicitation Acceptance</p> <p>Offeror must indicate acceptance of the final version of this solicitation as amended.</p> <p>Any exceptions taken to this solicitation must be submitted through the online discussion feature of the system by the date and time shown for inquiry submittal. If an offeror takes exception to this solicitation after the inquiry submittal date and time, their submission may be deemed nonresponsive.</p> <p>.....</p> <p>Target Value Accept Final Version of Solicitation</p> <p>.....</p> <p>Provide your answer below</p>
Contract Acceptance
<p>Offeror must indicate your acceptance of the attached contract for this solicitation.</p> <p>If any exceptions are taken, attach a PDF file to your quote identifying the exceptions and labels as Contract Exceptions. If no exceptions to the contract are stated, they will not be granted after the contract</p>

<p>Evaluation Criteria</p> <p>is awarded. Exceptions taken after the award will result in the withdrawal of the intent to award and offeror's firm suspended from upcoming solicitations.</p> <p>If exceptions to the contract are stated, evaluation scores will reflect Metro's assessment of the exceptions. Contract exceptions may result in the rejection of the proposal as non-responsive; if, in the sole evaluation of Metro, the requested changes are unacceptable.</p> <p>.....</p> <p>Target Value Accept Contract as Presented</p> <p>.....</p> <p>Provide your answer below</p>
<p>Project Experience (20 Points)</p> <ul style="list-style-type: none"> · Offeror should provide an overview of the firm, including years in business and nature of experience in providing inmate phone system, communications systems (kiosks, tablets, and video visitation), and other related services. · Offeror shall provide Metro with financial statements, including statements of operations, balance sheets, and statements of cash flows, for the last two fiscal years. · Offeror shall provide information describing its client base (include name, email address, and phone number) throughout Tennessee and surrounding states. · Provide a list of locations or projects such as government entities, municipalities, or agencies of similar size where your firm has been involved in implementation, installation, and maintenance of Inmate Phone for at least ten (10) years of which that past five (5) years must be web-based system. Provide details as to the type of equipment, and specifications used for the submitted project. Provide a detailed explanation as to how the project experience solution is directly linked to scope details provided within this solicitation. Make sure to include contact name, phone number, email address, and brief description of the project. · Provide a list of locations or projects such as government entities, municipalities, or agencies of similar size where your firm has been involved in implementation, installation, and maintenance of Tablet Systems, Kiosks, and Video Visitation Systems. Provide details as to the type of equipment, how long it has been web-based, and specifications used for the submitted project. Provide a detailed explanation as to how the project experience solution is directly linked to scope details provided within this solicitation. Make sure to include contact name, phone number, email address, and brief description of the project. · Demonstrate past experience where your firm showed commitment to technology upgrades, including consistent new technology deployment over the last 3 years or more. · Offeror shall disclose and explain any litigation, threatened litigation, investigation, reorganization, receivership, filing, strike, audit, corporate acquisition, unpaid judgments or other action that could have an adverse impact on their ability to provide the required needs. · Offeror shall disclose and explain whether they have been unable to complete a contract, been removed from a contract, or been replaced during a contract period in the past five years. · Offeror shall provide a recent independent report from a certified vendor of network and program security that notes no vulnerabilities were found. <p>Metro reserves the right to check any and/or all contacts for projects, including but not limited to internet search and media reviews, submitted but is not obligated to do so as part of the evaluation.</p> <p>The file should be attached to your response in a PDF format and named "Project Experience".</p> <p>.....</p> <p>Target Value Yes, Attached is a PDF named Project Experience</p> <p>.....</p> <p>Circle one from the response values below: Yes, Attached is a PDF named Project Experience No, Offeror is non-responsive</p>

Evaluation Criteria
Project Information (35 Points)
<ul style="list-style-type: none"> · Provide project information that details the overall proposed inmate phone system, communications systems (kiosks, tablets, and video visitation), and other related services your company is proposing as part of this solicitation. · Provide the recommend ratio for tablets to inmates. · Provide details related to the type of equipment and specifications used for the submitted project. · New technology is important to the DCSO. The proposed phone system and related service platforms shall be upgraded as required to implement the latest technology and industry best practices on an ongoing basis. The proposer will describe emerging technologies currently in process in the company, as well as listing industry improvements for which they are responsible. The proposer will demonstrate technology leadership in the industry by disclosing the amount of money reinvested each year in developing and deploying new technology. · Describe in detail your approach to ensuring inmate phone system, communications systems (kiosks, tablets, and video visitation), and other related services integrate with DCSO's Jail Management System (JMS), and any necessary third party systems, including but not limited to, that of the commissary vendor and security electronics system vendor. Contractor is responsible for any costs of creating and implementing such interfaces, including two-way interfaces when necessary. The use of third party developers must be approved by the DCSO. · Contractor shall provide enough charging carts and/or charging units for safe and secure charging of the tablets. Contractor shall ensure the tablets and charging devices are ruggedized for use in a correctional environment. Describe how tablets are charged in your system, and any related enhancements to security. · The system must be capable of providing visitation services remotely, as well as to multiple facilities and multiple visitor centers, each of which may have different hours and policies. Describe in detail the proposed solution that will adhere to this requirement. · Describe in detail how your proposed solution meets the requirements outlined with the solicitation? · Describe how your system prevents inmates from fraudulently using another inmate's funds. · Application access must be configurable related to certain locations or individual inmates. Describe in detail how your proposed system allows for applications to be configurable per the solicitation requirements. · Describe any other features or enhancements of your proposed Inmate Phone System which are not detailed in this RFP. · Describe any other features or enhancements of your tablet system which are not detailed in this RFP. · Describe any other features or enhancements of your kiosks which are not detailed in this RFP. · Describe any other features or enhancements of your video visitation system which are not detailed in this RFP. · Provide any available product or system documentation, including specification sheets, design and implementation guides, administrator, and user guides for the proposed solution. · If your solution supports cloud storage, provide details on your 3rd party cloud storage vendor. · Describe the investigative tool provided by your system, and how your system restricts friends/family from providing false information during registration. · The investigative tool must be completely integrated and accessed via the same dashboard as the other platforms. Describe your solution and any additional investigative tools available with the system. · Provide an example of a clear, high quality recording with synced audio and video.
See Continuation of Product Information Below
<p>.....</p> <p>Target Value See Continuation of Product Information Type No Response Required</p>
<p>Continuation of Product Information</p> <ul style="list-style-type: none"> · Provide the hardware refresh process for Inmate Telephone System and how many years is suggested for this refresh. · Provide the hardware refresh process for Inmate Tablet System and how many years is suggested for this refresh. · Provide the hardware refresh process for Kiosks System and how many years is suggested for this refresh.

Evaluation Criteria
<ul style="list-style-type: none"> · Provide the hardware refresh process for Video Visitation System and how many years is suggested for this refresh. · Provide details and verification of the existence of a current and active third party escrow storage account for all software source code and any related assembly tools required to use that code. Complete and return the attached Escrow Questionnaire. · For any proposed solution that may be a cloud solution application, include all policies and procedure documentation for incident response and notifications of cloud/application outages and security threats/breaches. Provide details of how customers are notified, the maximum allowed time to notify after/during an event, and the level of detail customers are given to accurately and completely assess their level of exposure to the risk/breach/data loss. · Describe in detail information pertaining to licensing requirements for the proposed solution. · Define how licensing works for all proposed systems. · Describe any other possible licensing requirements for any other aspects of the proposed solution. · Please provide your standard service level agreement (SLA) plans/options. · Please provide your standard maintenance and support plans/options. · Describe your plan and process for ongoing support, maintenance and system upgrades; include upgrade and routine maintenance scheduled for each component of the proposed solution. · Please provide any information about physical inspection of any components that accept debit/credit cards for payments, including inspection frequency. · The inmate platform and friends/family interface must be offered in at least English and Spanish. Systems that offer additional languages beyond English and Spanish will be scored accordingly. Confirm that your proposed system interfaces English and Spanish. · Provide other language interfaces that your proposed solution has available. · Describe how video visitation records and non-purged session recordings are stored in your system and backed up for disaster recovery. · Describe in detail the query options available in the video visitation platform. · Describe any payment options available for the various platforms in your system. Additionally, describe how your system allows inmates and/or friends/family to deposit and/or transfer funds between the related services outlined in this RFP. For instance, clarify whether an inmate is able to move funds designated as phone call funds to another such as tablet funds. · Provide examples of the system generated email notifications regarding registration approval/rejections, and/or scheduled, modified, or canceled visits. · Describe any ancillary services offered in conjunction with this RFP. · Describe your formal product update/release process. · Provide a release schedule, including the nature of slated enhancements (covering the next 12 months). · Provide information about the most recent past updates (covering the last 12 months).
<p>The file should be attached to your response in a PDF format and named "Product Information".</p>
<p>.....</p> <p>Target Value Yes, I have attached a PDF named Product Information</p> <p>.....</p>
<p>Circle one from the response values below:</p> <p>Yes, I have attached a PDF named Product Information</p> <p>No, Offeror is non-responsive</p>
<p>Methodology and Approach (35 Points)</p> <ul style="list-style-type: none"> · Describe the project management methodology that will be utilized. · Describe your approach to managing this project including the identification of clearly defined project management process, tasks and deliverables. The proposed approach must provide for insight into the proposers capability to manage the project, respond to day-to-day problems, manage issues, provide regular status reports, coordinate staff, manage project resources, project documentation, and configuration control. In addition, describe process controls to be put in place to ensure the work required throughout this project is performed in a timely and accurate manner. · Include a comprehensive description of your implementation strategy, including the description of the use of subcontractors, if applicable. · Based on the Scope provided in this Solicitation, and any amendments, present an implementation plan addressing the major components of this proposal. Include an implementation schedule delineating all activities, tasks, and responsibilities of all parties. This schedule shall contain three

Evaluation Criteria
<p>major components:</p> <ul style="list-style-type: none"> · A detailed project timeline indicating from what points in the project, and for how long, specific DCSO, vendor, and subcontractor staffing resources should be dedicated to the project as well as from all contractors; including all tasks assigned to each resource and associated hours and start/end dates with all other task dependencies indicated; · Using Gantt charts (or similar graphic depiction) to illustrate phases, activities, tasks, comments, milestones, decision points, training plans and deliverables, the sequence of events from the point of contract award through Final System Acceptance for the implementation; and · Delineate the deliverables for each of the designated milestones. · Provide your Risk Management Plan strategy in detail. · Provide a detailed approach to how your company will handle any unexpected or unknown issues or situations that may take place as part of the project implementation process. · Provide your Implementation Team Structure/Plan clearly showing the vendor and any subcontractor resources dedicated to this project, their roles and responsibilities and past related customer experience. · Per the solicitation requirements, the system shall store call records and recordings using current industry solutions for a period determined by the DCSO. Describe how call records and non-purged call recordings are stored in your system and backed up for disaster recovery. · Per the solicitation requirements, Contractor shall also ensure the system provides officers and/or other designated DCSO users the ability to control the use of inmate tablets in real time. Describe the options for the controls provided by your system as outlined per the solicitation requirements. · Provide a detail approach to controlling on-hand inventory of tablets to ensure availability. · Provide a detail approach to ensuring a surplus of tablets are on-hand to replace damaged tablets or increase housing unit supplies as needed. · Describe how DCSO would retrieve our data and information in the event of our relationship being terminated. Describe specifically what guaranteed data bandwidth capacity and API/migration tools that are available to retrieve, not only video/audio, but also all data, including but not limited to, metadata, auditing logs, chain of custody, and case information.
<p><i>See Continuation of Methodology and Approach Below</i></p>
<p>.....</p> <p>Target Value See Continuation of Methodology and Approach</p> <p>Type No Response Required</p>
<p><i>Continuation of Methodology and Approach</i></p> <ul style="list-style-type: none"> · DCSO shall have the ability to create customized terms and conditions related to inmate tablets and the sending/receiving of emessages. Inmate tablets shall display the terms and conditions to inmate users prior to allowing access to services the first time they login, and for any subsequent changes to the terms and conditions. The inmate must accept the terms and conditions as displayed in order to access services. Describe in detail the process, including examples, of how the inmate would accept the terms and conditions within the proposed system. · Friends/family wanting to send/receive emessages to/from inmates shall also be required to accept the terms and conditions before using the service the first time, and after any changes to the terms and conditions. The system must provide an exportable audit log of the acceptance or rejection of the terms and conditions by inmates and/or friends/family. Describe in detail the process, including examples, of how friends/family would accept the terms and conditions within the proposed system. · All entertainment options offered via the tablet must be approved by the DCSO. Describe in detail your approach to receiving DCSO approval prior to granting the entertainment options. · Contractor shall also ensure the tablets offer free entertainment options including a selection of books and at least one game that can be used by inmates with limited English proficiency. Describe in detail your approach to adhering to this requirement. · The system shall allow authorized DCSO users the ability to add/remove words from the watchword list. Watchwords found within an emessage must be highlighted for easy visibility. Those emessages shall be put into a queue until authorized DCSO users approve or reject the emessage based on facility security needs. Provide in detail the approach to fulfilling this requirement along with screen shots of the functionality. · The system must have the capability to translate emessages into English, regardless of whether the original emessage is in one or multiple other languages, for review by DCSO personnel. Provide

<p>Evaluation Criteria</p> <p>information that demonstrates that the proposed solution can meet this requirement.</p> <ul style="list-style-type: none"> Contractor shall provide the means to export grievance and inmate request/response records to the DCSO in a format compatible with JMS at least daily. Provide an export of grievance and inmate request/response records example. Describe the approach to ensuring this requirement is met on a regular basis per the solicitation. Contractor shall respond to grievances related to the inmate phone system, communications systems (kiosks, tablets, and video visitation), and other related services outlined within this RFP within 7 days of receipt. Contractor will complete the responses electronically. Describe your approach to adhering to this requirement of the solicitation. <p><i>See Continuation of Methodology and Approach Below</i></p> <p>.....</p> <p>Target Value See Continuation of Methodology and Approach Type No Response Required</p> <hr/> <p><i>Continuation of Methodology and Approach</i></p> <p><u>Audit Log</u></p> <ul style="list-style-type: none"> Contractor shall store all records for the entire scope of services for the duration of the contract or other time period requested by the DCSO. No credit card information shall be stored. What is your approach to storing the records. What is your approach to getting the record information to DCSO, if requested. Contractor shall provide the means to export grievance and inmate request/response records to the DCSO in a format compatible with JMS at least daily. What formats are available for exporting? Provide an example of an export file. <p><u>Training</u></p> <ul style="list-style-type: none"> Vendor must provide user training on-site. Please describe your approach to user training, and provide a copy of the training documentation. Does the vendor provide any online tutorial videos available for the proposed solution and suitable for end-user refresh training when needed? If so, describe and provide an example. Vendor must provide system administrator training on-site for all areas of system implementation, configuration management, user provisioning, permissions, etc. Please describe your approach to administrator training, and provide a copy of the training documentation. Vendor must provide training on how the system produces customized, ad-hoc, aggregate reports. Please describe your approach, and provide a copy of the training documentation. <p><u>Reports</u></p> <ul style="list-style-type: none"> Contractor will ensure the call recording date/time mimics the date/time on the Call Detail Reports (CDRs) or other reports. CDRs obtained throughout the system must include a header or cover sheet which specifies the information queried to generate the report. Provide a detailed description of the process for ensuring this requirement is met. Provide detail example of the reports generated from your proposed solution. Provide examples of all standard reports, including audit logs that proposed solution can generate out of the box. <p><i>See Continuation of Methodology and Approach Below</i></p> <p>.....</p> <p>Target Value See Continuation of Methodology and Approach Type No Response Required</p> <hr/> <p><i>Continuation of Methodology and Approach</i></p> <p><u>Customer Service</u></p> <ul style="list-style-type: none"> Metro prefers a single point of contact for installation, maintenance, support and troubleshooting. Describe in detail the customer support capabilities your company is proposing to both DCSO and family/friends. Proposer shall describe the customer service operations, services, and hours of availability for both the DCSO and friends/family. Describe the process for customer service inquiries and list the ways friends/family may contact the Contractor's customer service center. What is the average customer wait time to reach a Customer Service Representative (CSR)?

Evaluation Criteria
<ul style="list-style-type: none"> · Where is the Contractor's customer service center for friends/family located? · What is the contact information for the friends/family customer service center? · Do you outsource any of your customer service operations? If so, to whom? Where is their customer service center? · The proposed system must have 24x7 help / support services available with escalation to higher levels of support when requested. Please describe all support services and any exceptions to this requirement. · Provide full details of your company's support structure and offerings. Specify details of any subcontractors or partners within your support structure. To what extent are support structure resources within a 2 hour in-person response time? Include details of your System Success Structure that includes a diagram of how a customer issue is first reported to resolution, including the Severity Levels in your Issue Resolution Process. · Define all physical locations of your support center(s). · Provide specific Support Help Desk options available including hours of operation, contact methods and on-line issue reporting capabilities, including details of all customer-initiated searches, work order queries and status reporting tools and exports you provide. <p><i>The file should be attached to your response in a PDF format and named "Methodology and Approach".</i></p> <p>.....</p> <p>Target Value Yes, Attached is a PDF named Methodology and Approach</p> <p>.....</p> <p>Circle one from the response values below: Yes, Attached is a PDF named Methodology and Approach No, Offeror is non-responsive</p>
<p>Diversity Plan (10 Points)</p> <p>The Metropolitan Government of Nashville and Davidson County (Metro) is committed to including DBE (SMWSDVBs) in its procurement processes. In an effort to increase diverse business inclusion, proposers are requested to provide Metro with information regarding their procurement diversity and inclusion strategy. Explain your plan to achieve or exceed DBE (SMWSDVBs) participation as encouraged within the solicitation. A good procurement diversity plan should include at a minimum the following components:</p> <ul style="list-style-type: none"> · Statement of Commitment · Strategic Approaches and Methodologies taken to ensure maximum participation by SMWSDVB suppliers. · Methods to Ensure Prompt Payment of SMWSDVBs. · Utilization Monitoring and Reporting Tactics—includes specific techniques used to monitor participation on an ongoing basis and report to Metro. <p>File should be in a PDF Format and be named "Diversity Plan".</p> <p>.....</p> <p>Target Value Yes, Attached is a Diversity Plan</p> <p>.....</p> <p>Circle one from the response values below: Yes, Attached is a Diversity Plan No, Offeror is deemed non-responsive</p>

1.4 Attachments

Name	Data Type	Description
DCSO Call Rates and Transaction Fees	File	
DCSO Facility and Device Information	File	
Escrow Questionnaire	File	
DCSO Security Clearance Application and Release Authorization Form	File	

1.5 Response Rules

This negotiation is governed by all the rules displayed below.

- Negotiation is restricted to invited suppliers
- Suppliers are allowed to view other suppliers' contract terms, notes and attachments
- Suppliers are allowed to provide multiple responses
- Buyer may close the negotiation before the Close Date
- Buyer may manually extend the negotiation while it is open

Contract Terms and Conditions

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Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

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

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
 - *Exhibit A - Pricing*
- *The solicitation documentation for RFQ# 1120657 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 the goods and/or services as briefly described below and more fully defined in the solicitation.

2.2. Delivery and/or Installation.

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

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

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

3. CONTRACT TERM

3.1. Contract Term

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

Metropolitan Clerk's Office. In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

4. COMPENSATION

4.1. Contract Value

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

4.2. Other Fees

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

4.3. Payment Methodology

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

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

4.4. Escalation/De-escalation

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

4.5. Electronic Payment

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

4.6. Invoicing Requirements

CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately delivered/performed products and/or services, whichever is less frequent. Invoices shall detail this

Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or 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. 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.

6.4. Americans with Disabilities Act (ADA)

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

7. INSURANCE

7.1. Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

7.2. Cyber Liability Insurance

Cyber Liability Insurance in the amount of one million (\$1,000,000.00) dollars (for companies that have access to personal information (SSN's Addresses of employees, customers or students))

7.3. Technological Errors and Omissions Liability Insurance

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

7.4. General Liability Insurance

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

7.5. Automobile Liability Insurance

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

7.6. Worker's Compensation Insurance (if applicable)

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

7.7. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

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

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

7.8. 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:

**DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300**

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

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

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

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

8. GENERAL TERMS AND CONDITIONS

8.1. Taxes

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

8.2. Warranty

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

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice.

Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

8.3. Software License

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

8.4. Confidentiality

Tennessee Code Annotated §10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

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

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

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

8.5. Disclosure of Information Metro Deems to be Confidential Information

Contractor will be entitled to disclose any Confidential Information of Metro only if compelled to do so pursuant to: (i) a judicial or administrative order; or (ii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, Contractor shall provide Metro with as much prior notice of its intent to disclose as it is reasonably possible to give under the circumstances; this notice should describe the content of the information to be disclosed and the nature of the authority compelling disclosure and provide the contact information for the Person requesting disclosure, if applicable. This Section shall be applicable to information that Metro deems to be Confidential Information but Contractor does not.

8.6. 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.

8.7. 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.

8.8. 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

8.9. 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.

8.10. 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.

8.11. 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.

8.12. 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.

8.13. 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.

8.14. 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.

8.15. 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.

8.16. 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.

8.17. Compliance with Laws

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

8.18. 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.

8.19. 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

CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or

brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

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:

**METRO'S CHIEF ACCOUNTANT
DIVISION OF ACCOUNTS**

**DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

8.24. Entire Contract

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

8.25. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.26. Governing Law

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

8.27. Venue

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

8.28. Severability

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

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