

GP

## Contract Information

Contract & Solicitation Title: **Software Maintenance and Support of AFIS System**

Contract Summary: **Contractor shall provide annual AFIS system software maintenance and support as set forth in the AFIS Support and Maintenance Contract to the Metropolitan Nashville Police Department.**

Contract Number: **431882** Solicitation Number: **N/A** Requisition Number: **N/A**

Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): **No**

Type of Contract/PO: **Select from the Following:** **Requires Council Legislation:** **Yes**

Estimated Start Date: **01/17/2019** Estimated Expiration Date: **01/16/2024** Contract Term: **60 months**

Estimated Contract Life Value: **\$2,665,554.13** Fund: **10101** BU: **31160110**

Payment Terms: **Net 30** Selection Method: **Sole Source**

Procurement Staff: **Terri Troup** BAO Staff: **Tina Burt**

Department(s) Served: **Police**

## Prime Contractor Information

Prime Contracting Firm: **NEC Corporation of America, a Nevada corporation**

Address: **3929 W. John Carpenter Frwy**

City: **Irving** State: **TX** Zip: **75063**

Prime Contractor is (Check Applicable): SBE  SDV  MBE  WBE

Prime Company Contact: **Ashanti Jones** Email Address: **ashanti.jones@necam.com**

Phone #: **214-262-3752** E1#: **182990**

Prime Contractor Signatory: **Greg Uher** Email Address: **Greg.Uher@necam.com**

## Disadvantaged Business Participation for Entire Contract

Small Business and Service Disabled

Veteran Business Program: **N/A** Amount: **0**  
 Percent, if applicable: **0**

Procurement Nondiscrimination Program: **Program Not Applicable** Amount: **0**  
 Percent: **0**

Federal Disadvantaged Business Enterprise: **No** Amount: **0**  
 Percent: **0**

\* Amounts and/or percentages are not exclusive.

## Summary of Offers

	Score (RFQ Only)	Evaluated Cost	Result
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Approved Sole Source Form</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>No Other Offers</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>No Other Offers</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>No Other Offers</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>No Other Offers</b>

## 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 **NEC Corporation of America**, a Nevada corporation ("CONTRACTOR") located at **3929 W. John Carpenter Frwy, Irving, TX 75063** as a result of an approved sole source signed by the **Purchasing Agent**. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This Contract document, including exhibits,*
  - *Exhibit A- AFIS Support and Maintenance Agreement*
  - *Exhibit B – ISA Terms & Conditions*
  - *Exhibit C – Pricing*
- *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 annual AFIS system software maintenance and support as set forth in the AFIS Support and Maintenance Contract to the Metropolitan Nashville Police Department pursuant to the pricing set forth in Exhibit C Pricing.

#### 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 the shipping instructions. Risk of loss for any deliverables, if any, transfers upon delivery to the Customer.

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 in the statement of work. Purchase Order are subject to review and acceptance by an authorized representative of contractor.

### **3. CONTRACT TERM**

#### **3.1. Contract Term**

The Contract Term will begin on the date this Contract is executed 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 **\$2,665,554.00 (two million six hundred and sixty-five thousand five hundred and fifty-four dollars)**. The pricing details are included in Exhibit C 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 C 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. Reserved.**

#### **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.

Either party may terminate this Contract if the other party neglects or fails to perform or observe any of its material obligations hereunder, including but not limited to timely payment of sums due, and such default continues for forty-five (45) days following receipt of notice.

#### **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. Reserved.**

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

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

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

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

## **7. INSURANCE**

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

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

number on the ACORD document.

**7.2. Products Liability Insurance**

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

**7.3. General Liability Insurance**

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

**7.4. Automobile Liability Insurance**

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

**7.5. 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).

**7.6. Cyber Liability Insurance**

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

**7.7. Technological Errors and Omissions Insurance**

In the amount of one million (\$1,000,000.00) dollars (for software and hardware manufacturers & website designers)

**7.8. Professional Liability Insurance**

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

**7.9. Such insurance shall:**

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

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

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

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

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

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to: **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. Intentionally omitted**

## **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, subject to the terms of a previously negotiated agreement, including end user license agreement, 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 the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

## **8.5. Information Ownership**

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any

outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

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

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

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

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. CONTRACTOR or its Agents installing computers attached to the Metropolitan Nashville Police Department domain/network must use all METRO standard security controls as described in Exhibit B Information Security Agreement Terms and Conditions.

METRO IT shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, METRO IT shall ensure that:

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

#### **8.8. Copyright, Trademark, Service Mark, or Patent Infringement**

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any third party claims or suits that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a United States 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. 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; 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.

The foregoing provisions state the entire liability and obligations of each party, and the exclusive remedy of the other, with respect to any alleged intellectual property infringement hereunder.

#### **8.9. Maintenance of Records**

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

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

#### **8.10. Monitoring**

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

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR.

#### **8.11. METRO Property**

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's

possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

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

#### **8.12. Modification of Contract**

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

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

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

#### **8.14. Waiver**

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

#### **8.15. Employment**

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

**8.16. Compliance with Laws**

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

**8.17. Iran Divestment Act**

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

**8.18. 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.

**8.19. 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.

**8.20. Indemnification and Hold Harmless**

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

- A. Any third party claims, damages, costs, and reasonable attorney fees for injuries or damages directly arising from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its subcontractor or independent contractors, in connection with the performance of the contract.
- B. Any third party claims, damages, penalties, costs, and reasonable attorney fees directly arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its subcontractor or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. 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.

**LIMITATION OF LIABILITY.** To the extent permitted by Tennessee law, the foregoing limitation of liability shall not apply to claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death and shall not waive or limit the state's legal rights, sovereign immunity, or any other immunity from suit provided by law. IN NO EVENT SHALL NEC'S MAXIMUM LIABILITY FOR ALL DAMAGES RELATED TO THE SERVICES PURCHASED HEREUNDER OR OTHERWISE ARISING IN CONNECTION HERewith EXCEED TWO TIMES THE TOTAL VALUE OF THIS CONTRACT DURING THE ANNUAL MAINTENANCE TERM.

TO THE EXTENT PERMITTED BY TENNESSEE LAW, IN NO EVENT SHALL CONTRACTOR BE LIABLE TO METRO FOR (I) ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER FORESEEABLE OR UNFORESEEABLE WHICH MAY ARISE IN CONNECTION WITH THIS CONTRACT.

**8.21. 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. For this Section 8.21, METRO shall be deemed the prevailing party if a judgment for declaratory relief or for damages, or other relief is entered in its favor on some or all of its claims.

**8.22. 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.

**8.23. 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.

**8.24. 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.

**8.25. 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.

**8.26. Venue**

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

**8.27. Severability**

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

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number 431882

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

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

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

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: **NECAM**  
Attention: **Cindy Taylor**  
Address: **10850 Gold Center Drive, Rancho Cordova, CA 95670**  
Telephone: **916 463-7000**  
Fax: **916 463-7070**  
E-mail: **cindy.taylor@necam.com**

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: **Director, Customer Service and Support**  
Attention: **Gregory T. Uher**  
Address: **10850 Gold Center Drive, Rancho Cordova, CA 95670**

**[SPACE INTENTIONALLY LEFT BLANK]**

Contract Number 431882

**Effective Date**

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

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

**APPROVED AS TO PROJECT SCOPE:**

Steve Anderson SM  
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

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

Michelle R. Hernandez Lane TRT  
Purchasing Agent Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Talia Lomas O'Dneal AN DE  
Director of Finance OMB BA

**APPROVED AS TO FORM AND LEGALITY:**

Mary Lou Hines BC  
Metropolitan Attorney Insurance

**FILED BY THE METROPOLITAN CLERK:**

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

**CONTRACTOR**

NECAM  
Company Name

Greg Uher  
Signature of Company's Contracting Officer

Greg Uher  
Officer's Name

Director Customer Service and Support  
Officer's Title

**NEC**  
**NEC Corporation of America**  
*Biometrics Solutions Division*

**MAINTENANCE AGREEMENT**

Customer: **Metropolitan Nashville Police Department**  
Contract: **431882**

This Maintenance Agreement ("AGREEMENT") has been made by and between **NEC Corporation of America** (hereinafter referred to as "NEC") a Nevada Corporation with a location at 3929 W John Carpenter Freeway, Irving, Texas 75063, and the **Metropolitan Nashville Police Department** (hereinafter referred to as "CUSTOMER") with a location at 600 Murfreesboro Pike Nashville, TN 37210.

**1. SCOPE OF THE AGREEMENT**

It is the intent of this AGREEMENT that NEC will maintain the hardware and software, if applicable, covered hereunder which is listed in Exhibit I hereto, (the "PRODUCTS") in good working condition, furnish Remedial Maintenance during the Principal Period of Maintenance Coverage and be responsible to the maintenance needs of the CUSTOMER subject to the conditions herein. As used herein, the "Principal Period of Maintenance Coverage" is the period between 8:00 A.M. and 5:00 P.M. (US Pacific time) Monday through Friday, excluding US holidays with next day response for each incident. As used herein, "Remedial Maintenance" shall mean

**2. TERM OF AGREEMENT**

This Agreement shall be effective from the date it is approved by all parties and filed with the Metropolitan Clerk, and shall continue for a period of 60 months from the date of filing with the Metropolitan Clerk's Office ("Initial Term"). In no event will the term of this agreement exceed sixty (60) months.

**3. ELIGIBLE EQUIPMENT**

3.1 NEC supplied PRODUCTS in good working order is eligible for inclusion under this AGREEMENT.

3.2 The CUSTOMER may, subject to written acceptance by NEC, add additional PRODUCTS under the terms and conditions of this AGREEMENT by executing an Addendum to this AGREEMENT. Upon NEC's written acceptance, the maintenance and support service charges will be adjusted and/or a CUSTOMER-issued purchase order will be provided to NEC for the additional PRODUCTS being requested. NEC maintenance prices then in effect shall apply and the term of such Addendum shall be the same as this AGREEMENT.

**4. RESPONSIBILITIES OF NEC**

4.1 For the charges stated herein, NEC shall maintain the covered PRODUCTS in compliance with manufacturing specifications by providing unscheduled, on-call emergency remedial maintenance as required during the Principal Period of Maintenance Coverage.

4.2 NEC will provide and bear the cost during the Principal Period of Maintenance Coverage of all labor.

4.3 NEC will install, without charge, during the Principal Period of Maintenance Coverage, all mandatory engineering changes and such other engineering changes that NEC deems necessary.

**5. SERVICE LIMITATIONS**

- 5.1 Charges for maintenance service resulting from CUSTOMER-Requested NEC performance outside the Principal Period of Maintenance Coverage or for reasons other than normal wear and tear, will be invoiced separate from the maintenance contract invoicing. Such charges will be invoiced at the current NEC Special Maintenance Service Rates as set forth in Exhibit II attached hereto. NEC Special Maintenance Service Rates are subject to change without prior notice. CUSTOMER agrees to pay for such services within thirty (30) days after invoice date.
- 5.2 The following are examples of causes other than normal wear and tear: unauthorized attempts by other than NEC personnel to repair, maintain, modify or move the PRODUCTS; catastrophe, accidents or acts of God; failure of equipment not maintained by NEC or failure due to use of non-NEC recommended supplies or media; fault or negligence of CUSTOMER; CUSTOMER error; improper use or misuse of the PRODUCTS; causes external to the PRODUCTS such as, but not limited to, fluctuations or failure of electrical power, air conditioning, or humidity control.
- 5.3 Maintenance services does not include (1) operating supplies or accessories, cleaning supplies necessary for CUSTOMER preventive maintenance of the PRODUCTS.
- 5.4 To permit continuity of service, the CUSTOMER shall give NEC at least thirty (30) days prior written notice of its intent to move and or re-configure the PRODUCTS listed herein. This provision expressly excludes re-configuration of any NEC provided software without NEC's express written consent in advance. In the event the new PRODUCTS location is more than ten (10) miles from the existing installation, NEC reserves the right to increase maintenance rates for the new location. Charges for services and material furnished by NEC to dismantle, prepare for shipment, and install PRODUCTS in the new location will be at the then current NEC Special Maintenance Service Rates. Shipment of PRODUCTS and associated cost is the responsibility of the CUSTOMER.

**6. END OF LIFE**

- 6.1 NEC will maintain the installed PRODUCTS for a minimum of one (1) years from the date of contract agreement between both parties. Maintenance beyond two (2) years may be extended annually, upon mutual written agreement by both parties. NEC will use discretion in selection of substitute part or parts if exact duplicate is not available. Both parties agree to consult in good faith with each other in order to obtain a mutually acceptable solution, in case NEC, for reasons beyond NEC's control, is unable to obtain any suitable parts for or maintain equipment during either period of time.

**7. RESPONSIBILITIES OF CUSTOMER**

- 7.1 The CUSTOMER shall notify NEC immediately of PRODUCTS failure and will allow NEC prompt and free access to the PRODUCTS. CUSTOMER agrees to allow NEC use of necessary data communication equipment at no charge subject only to CUSTOMER security regulations, which shall provided to NEC in advance for review.
- 7.2 The CUSTOMER will provide a single contact for all aspects of this engagement, including scheduling, defining and requirements and ensuring delivery of necessary information.
- 7.3 The CUSTOMER shall perform level one support on all related equipment which includes rebooting of servers, clearing of logs, maintaining Database queue sizes, stopping and starting of services and performing the role of smart hands when service is being performed.

**8. CONFIDENTIALITY**

- 8.1 Subject to laws of the state of Tennessee, CUSTOMER and NEC (each a "Recipient") shall protect and keep confidential all non-public information ("Confidential Information") disclosed by the other party (each a "Discloser"), whether or not it is marked or identified as "Confidential Information" by the Discloser, and

shall not, except for the purposes of performing the services defined in this AGREEMENT, use or disclose any such Confidential Information. Confidential Information shall include, without limitation, computer programs, code, algorithms, know-how, methodology, trade secrets, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, pricing and fee schedules, financial and product development plans, customer lists, information regarding distribution channels, forecasts, and strategies.

- 8.2 Upon termination or expiration of this AGREEMENT, at Discloser's request Recipient shall return to Discloser all written materials that contain any Confidential Information. The obligations of confidentiality shall not apply to any information which: (i) was previously known to Recipient; (ii) is or becomes publicly available, through no fault of Recipient; (iii) is disclosed to Recipient by a third party having no obligation of confidentiality to Discloser; (iv) is independently developed by Recipient; or (v) is required to be disclosed as a matter of law.

## **9. HARDWARE AND SOFTWARE SUPPORT AND MAINTENANCE**

- 9.1 NEC shall support all hardware and software licensed to CUSTOMER for use with NEC equipment in accordance with NEC's standard hardware and Software support procedures.
- 9.2 NEC hardware and software support and maintenance provided under this AGREEMENT is contingent upon the CUSTOMER maintaining all files at revision levels prescribed by NEC and upon the CUSTOMER fully protecting all NEC proprietary or confidential information.
- 9.3 CUSTOMER agrees not to (i) rent, lease, or loan the maintenance and support services or any part thereof, or provide or use the maintenance and support services on a third party's behalf; (ii) permit third parties to benefit from the use of the maintenance and support services; (iii) reverse engineer, decompile, or disassemble any NEC provided software that provides the maintenance and support services, or otherwise attempt to derive the source code of such software; or (iv) download, export, or re-export any NEC provided software or technical data received hereunder, regardless of the manner in which received, without all required United States and foreign government licenses.

## **10. CHARGES**

- 10.1 Under the terms of this AGREEMENT, CUSTOMER will pay NEC as set forth in the Goods and Services Contract and in 11.1 below, for maintenance and support services covered under this AGREEMENT.
- 10.2 The monthly charge for Preventive and Repair Maintenance Services shall be as specified in Exhibit (II).
- 10.3 NEC may change the monthly charges after the Initial Term or at the end of any Renewal Term by giving the CUSTOMER ninety (90) days prior written notice. The increased charges shall not exceed NEC's established charges for maintenance and support services or three (3%) percent annually, from the effective date of the adjustment. The charges for additional PRODUCTS added by CUSTOMER to this AGREEMENT will be the current established rates at the time the PRODUCTS is added.

- 10.4 As a metropolitan government, the parties acknowledge that Customer is tax exempt governmental entity.

## **11. METHOD OF PAYMENT**

- 11.1 Invoice documentation furnished by NEC under this AGREEMENT, unless advance payment is requested, shall be invoiced in arrears.
- 11.2 Payment for maintenance and support services shall be made (choose one from below) by remittance to the account of NEC in a bank designated by NEC.

CUSTOMER shall make payment of the fees in advance, at the rate of:



**\$487,430.51** for the first annual period during the term of this AGREEMENT

- 11.3 Monthly charges for fractional parts of a calendar month shall be computed at the rate of one thirtieth (1/30) of the monthly rate for each day or fraction thereof.
- 11.4 Payment is due within thirty (30) days from the date of invoice. 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.
- 11.5 Purchase Order means a CUSTOMER-issued document used for ordering services under this AGREEMENT. All Purchase Orders are subject to review and acceptance by an authorized representative of NEC. No preprinted Purchase Order terms shall be binding upon NEC, unless otherwise expressly agreed to in writing by an authorized representative of NEC.
- 11.6 Remittance shall be sent to the following address unless otherwise direct by written instruction:

NEC Corporation of America  
Lock Box 22529  
22529 Network Place  
Chicago, IL 60673-1225

**12. Reserved**

12.1 Reserved

**13. FORCE MAJEURE**

13.1 It is expressly agreed that NEC shall not be liable for any loss or damage resulting from delays in performance or from failure to perform due in whole or in part to insurrection, civil war, revolutions, war (declared or undeclared), any Governmental Act, fires, floods, epidemics, embargoes, lockouts, strikes and for any other cause beyond NEC's reasonable control.

**14. Reserved.**

**15. GENERAL**

- 15.1 If either party neglects to perform any of its obligations under this AGREEMENT, and such failure continues for a period of thirty (30) days after written notice thereof, the other party shall have the right to terminate this AGREEMENT. Non-payment of duly presented invoices shall constitute a material breach and shall give rise to a unilateral cancellation sixty (60) days after the invoice date.
- 15.2 Either party's failure to enforce any provisions of this AGREEMENT will not be deemed a waiver of that provision or of the right to enforce it in the future.
- 15.3 This AGREEMENT shall be governed by the laws of the State of Tennessee.
- 15.4 Any notice required or authorized by this AGREEMENT shall be given by first-class mail, addressed to NEC Corporation of America, at the address set forth or addressed to the CUSTOMER at its address set forth.

Notices to CUSTOMER shall be addressed to:



Tonya Young  
Metropolitan Nashville Police Department  
600 Murfreesboro Pike–Nashville, TN 37210

Phone: 615-862-7442  
Email: [Tonya.Young@nashville.gov](mailto:Tonya.Young@nashville.gov)

Notices to NEC shall be addressed to:

NEC Corporation of America  
10850 Gold Center Drive, Suite 200  
Rancho Cordova, CA 95670  
Attn: Cindy Taylor – Sr. Project Coordinator  
Email: [Cindy.Taylor@necam.com](mailto:Cindy.Taylor@necam.com)  
Phone: (916) 463-7070

With a Copy to:

NEC Corporation of America  
3929 W John Carpenter Freeway  
Irving, TX 75063  
Attn: Legal Division – Contract Administration Department  
Email: [necamcontracts@necam.com](mailto:necamcontracts@necam.com)

- 15.5 This AGREEMENT may be amended only expressly and in writing signed by an authorized representative of both parties.
- 15.6 Reserved.

**WITNESSETH**

CUSTOMER agrees to purchase, and CONTRACTOR agrees to provide the maintenance and support services in accordance with the terms and conditions set forth herein and per any referenced attachments, for the Initial Term hereof, at the prices set for by NEC on the commencement date of this AGREEMENT.



# S Equipment

Equipment Type	Model	Serial Number or Service Tag#	Description	Qty	Annual Price
					\$487,430.51

## EXHIBIT I

### Install Base and Pricing

Bill To (Customer)
Metropolitan Nashville Police Department 200 James Robertson Parkway Criminal Justice Center – 1056 Nashville, Tn. 37201  Attention: Tonya Young Telephone: 615-862-7442

Product Location (Customer)
Same

Summary	Monthly Price	Annual Price
4 <sup>th</sup> Year Annual Maintenance (7/1/18 – 6/30/19)	\$40,619.21	\$487,430.51
5 <sup>th</sup> Year Annual Maintenance (7/1/19 – 6/30/20)	\$41,837.79	\$502,053.42
6 <sup>th</sup> Year Annual Maintenance (7/1/20 – 6/30/21)	\$43,092.92	\$517,115.02
7 <sup>th</sup> Year Annual Maintenance (7/1/21 – 6/30/22)	\$44,385.71	\$532,628.47
8 <sup>th</sup> Year Annual Maintenance (7/1/22 – 6/30/23)	\$45,717.28	\$548,607.33
Prorate to sync to contract end date (7/1/23 – 8/21/23)	\$45,717.28	\$77,719.38

Rack 1	4220	CRRL9Q1		1	Included
Fan	120 V	NA		1	Included
KVM	2161AD	J4RFMW1		1	Included
KMM	FPM185	NA	Keyboard, Monitor, Mouse Tray	1	Included
PDU		NA	16A, 120-240V	2	Included
Switch	PC5524	DR17WW1		1	Included
Switch	PC5524	6D3TTS1		1	Included
Switch	PC2808	NA		1	Included
Brocade Sw	FC300	CD9Y7P1		1	Included
Brocade Sw	FC300	3F9Y7P1		1	Included
Power Supply	RPS720	CN-041W91- 28298-32N-0067		1	Included
Unified Database Server					
Server	R720	6G2P0Y1	UDB01	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Memory, 4GB, dual rank RDIMM	6	Included
			HDD, 600GB, 15K, SAS	6	Included
			Qlogic 2562, DPt 8GB Optical HBA	2	
Software			Red Hat Enterprise Linux Server	1	Included
			Oracle 11g Standard Edition	1	Included
			NetVault Backup Server	1	Included
			NetVault Oracle APM Plugin	1	Included
Unified Database Server					
Server	R720	5G2P0Y1	UDB02	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Memory, 4GB, dual rank RDIMM	6	Included
			HDD, 600GB, 15K, SAS	6	Included
			Qlogic 2562, DPt 8GB Optical HBA	2	
Software			Red Hat Enterprise Linux Server	1	Included
			Oracle 11g Standard Edition	1	Included
			NetVault Backup Server	1	Included
			NetVault Oracle APM Plugin	1	Included

DXF Server					
Server	R720	FG7G0Y1	DXF01	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Memory, 2GB, dual rank / RDIMM	6	Included
			HDD, 600GB, 15K, SAS	6	Included
Software			Microsoft Windows Server 2008R2 SP1	1	Included
			Microsoft SQL Server 2008 STD	1	Included
			ArGoSoft Mail Server .NET	1	Included
			NEC DXF AIM Service	1	Included
			NEC DXF CCH Service Provider	1	Included
			NEC DXF Data Access Service	1	Included
			NEC DXF External Communicator Service	1	Included
			NEC DXF FBI Interface	1	Included
			NEC DXF Global Admin Service	1	Included
			NEC DXF Job Queue Service	1	Included
			NEC DXF JQ Service for Remotes	1	Included
			NEC DXF Livescan Service Provider	1	Included
			NEC DXF System Service	1	Included
			NEC DXF UDB Service	1	Included
			NEC DXF User Session Service	1	Included
			NEC DXF User Session Service	1	Included
			NEC DXF Validation Service	1	Included
			NEC DXF Workflow Manager_1	1	Included
			NEC DXF Workflow Manager_2	1	Included
			NEC DXF Workflow Manager_3	1	Included
			NEC DXF WorkStation Interface	1	Included
			NEC Global Admin Service	1	Included
			NEC Interop SMTP Interface	1	Included
			NEC Services Monitor	1	Included
DXF Server					

Server	R720	2G2P0Y1	DXF02	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Memory, 2GB, dual rank RDIMM	6	Included
			HDD, 600GB, 15K, SAS	6	Included
Software			Microsoft Windows Server 2008R2 SP1	1	Included
			ArGoSoft Mail Server .NET	1	Included
			NEC DXF AIM Service	1	Included
			NEC DXF CCH Service Provider	1	Included
			NEC DXF Data Access Service	1	Included
			NEC DXF External Communicator Service	1	Included
			NEC DXF FBI Interface	1	Included
			NEC DXF Global Admin Service	1	Included
			NEC DXF Job Queue Service	1	Included
			NEC DXF JQ Service for Remotes	1	Included
			NEC DXF Livescan Service Provider	1	Included
			NEC DXF System Service	1	Included
			NEC DXF UDB Service	1	Included
			NEC DXF User Session Service	1	Included
			NEC DXF User Session Service	1	Included
			NEC DXF Validation Service	1	Included
			NEC DXF Workflow Manager 1	1	Included
			NEC DXF Workflow Manager 2	1	Included
			NEC DXF Workflow Manager 3	1	Included
			NEC DXF WorkStation Interface	1	Included
			NEC Global Admin Service	1	Included
			NEC Interop SMTP Interface	1	Included
			NEC Services Monitor	1	Included
Tape Library					
Tape Library	TL2000	GH2TXS1	TL2000 LTO5 2FC Drives	1	Included
NEC Storage					

Storage	DEU16U	NF5321-SE70E	HDD, 2 TB, FC	10	Included
Storage	DAS042U	NF5321-SB00E	HDD, 600 GB, FC	9	Included
Rack					\$432,934.00
Rack 2	4220			1	Included
Fan	120 V			1	Included
PDU	208V		24A	3	Included
PDU	120V		16A	2	Included
Switch	PC5448	5Q8VTS1		1	Included
Data/Match Manager Server					
Server	R720	8G2P0Y1	MMDM01	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Memory, 8GB, dual rank RDIMM	4	Included
			HDD, 600GB, 15K, SAS	6	Included
Software			Red Hat Enterprise Linux Server	1	Included
			Match Manager	1	Included
			Data Manager	1	Included
Data/Match Manager Server					
Server	R720	7G2P0Y1	MMDM02	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Memory, 8GB, dual rank RDIMM	4	Included
			HDD, 600GB, 15K, SAS	6	Included
Software			Red Hat Enterprise Linux Server	1	Included
			Match Manager	1	Included
			Data Manager	1	Included
Enclosure					
Blade Enclosure	M1000E	1HF81Y1		1	Included
Blade Server					
Blade	M620	5HF81Y1	MU01	1	Included
			Processor, X5670, Xeon	1	Included
			Processor, X5670, Xeon	1	Included
			Memory, 8GB, dual rank RDIMM	12	Included
			HDD, 300GB, 15K, SAS	2	Included

Software			Red Hat Enterprise Linux Server	1	Included
			Match Unit	1	Included
<b>Blade Server</b>					
Blade	M620	7HF81Y1	MU02	1	Included
			Processor, X5670, Xeon	1	Included
			Processor, X5670, Xeon	1	Included
			Memory, 8GB, dual rank RDIMM	12	Included
			HDD, 300GB, 15K, SAS	2	Included
Software			Red Hat Enterprise Linux Server	1	Included
			Match Unit	1	Included
<b>Blade Server</b>					
Blade	M620	6HF81Y1	MU03	1	Included
			Processor, X5670, Xeon	1	Included
			Processor, X5670, Xeon	1	Included
			Memory, 8GB, dual rank RDIMM	12	Included
			HDD, 300GB, 15K, SAS	2	Included
Software			Red Hat Enterprise Linux Server	1	Included
			Match Unit	1	Included
<b>Blade Server</b>					
Blade	M620	2HF81Y1	MU04	1	Included
			Processor, X5670, Xeon	1	Included
			Processor, X5670, Xeon	1	Included
			Memory, 8GB, dual rank RDIMM	12	Included
			HDD, 300GB, 15K, SAS	2	Included
Software			Red Hat Enterprise Linux Server	1	Included
			Match Unit	1	Included

Blade Server					
Blade	M620	4HF81Y1	MU05	1	Included
			Processor, X5670, Xeon	1	Included
			Processor, X5670, Xeon	1	Included
			Memory, 8GB, dual rank RDIMM	12	Included
			HDD, 300GB, 15K, SAS	2	Included
Software			Red Hat Enterprise Linux Server	1	Included
			Match Unit	1	Included
Blade Server					
Blade	M620	3HF81Y1	MU06	1	Included
			Processor, X5670, Xeon	1	Included
			Processor, X5670, Xeon	1	Included
			Memory, 8GB, dual rank RDIMM	12	Included
			HDD, 300GB, 15K, SAS	2	Included
Software			Red Hat Enterprise Linux Server	1	Included
			Match Unit	1	Included
Image Processor					
Blade Server	M620	9HF81Y1	IPC01	1	Included
			Processor, X5670, Xeon	1	Included
			Processor, X5670, Xeon	1	Included
			Memory, 2GB, dual rank RDIMM	6	Included
			HDD, 300GB, 15K, SAS	2	Included
Software					
			Win Server 2008R2, Std	1	Included
			NEC Extractoin Gateway Server	1	Included
			NEC IPC Interface	1	Included
			Aware - WSQ	1	Included
Image Processor					
Blade Server	M620	8HF81Y1	IPC02	1	Included
			Processor, X5670, Xeon	1	Included
			Processor, X5670, Xeon	1	Included
			Memory, 2GB, dual rank RDIMM	6	Included
			HDD, 300GB, 15K, SAS	2	Included
Software					
			Win Server 2008R2, Std	1	Included
			NEC Extractoin Gateway Server	1	Included
			NEC IPC Interface	1	Included
			Aware - WSQ	1	Included
Sub-system					
Workstation	OptiPlex 9010 Minitower	B3V2CX1	MNPD_IFW01	1	Included

			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, IVB, I5-3470, 3.2, 4C, NO, L	1	Included
	VT8FP		Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included
	CJF72		Video Card: Card, Graphics, 1G, OHGA3, Full Height, W8	1	Included
	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor	C592M		Display: Flat Panel Display 24W, U2410, Black, Dell Americas Organization	2	
Scanner	Fujitsu 6240fi			1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			iFW-T/L Finger & Palm	1	Included
			NEC Extraction Gateway	1	Included
			Accuscan	1	Included
			WSQ 1000	1	Included
			Card Viewer	1	Included
<b>Sub-system</b>					
Workstation	OptiPlex 9010 Minitower	B3T2CX1		1	Included
			MNPD IFW02		
			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, IVB, I5-3470, 3.2, 4C, NO, L	1	Included
	VT8FP		Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included
	CJF72		Video Card: Card, Graphics, 1G, OHGA3, Full Height, W8	1	Included
	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor	C592M		Display: Flat Panel Display 24W, U2410, Black, Dell Americas Organization	2	
Scanner	Fujitsu 6240fi			1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			iFW-T/L Finger & Palm	1	Included

			NEC Extraction Gateway	1	Included
			Accuscan	1	Included
			WSQ 1000	1	Included
			Card Viewer	1	Included
<b>Sub-system</b>					
Workstation	OptiPlex 9010 Minitower	B3V1CX1	MNPD_IFW03	1	Included
			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, IVB, I5-3470, 3.2, 4C, N0, L	1	Included
	VT8FP		Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included
	CJF72		Video Card: Card, Graphics, 1G, OHGA3, Full Height, W8	1	Included
	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor	C592M		Display: Flat Panel Display 24W, U2410, Black, Dell Americas Organization	2	
Scanner	Fujitsu 6240fi			1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			iFW-T/L Finger & Palm	1	Included
			NEC Extraction Gateway	1	Included
			Accuscan	1	Included
			WSQ 1000	1	Included
			Card Viewer	1	Included
<b>Sub-system</b>					
Workstation	OptiPlex 9010 Minitower		MNPD_IFW04	1	Included
			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, IVB, I5-3470, 3.2, 4C, N0, L	1	Included
	VT8FP		Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included
	CJF72		Video Card: Card, Graphics, 1G, OHGA3, Full Height, W8	1	Included
	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor	C592M		Display: Flat Panel	2	

			Display 24W, U2410, Black, Dell Americas Organization		
Epson Scanner	V700		EPSON PERFECTION V700	1	Included
Framegrabber	DFG/SV1		Video Camera Card	1	Included
Camera	XC-ST51		Latent Camera	1	Included
Illuminator	MI-150DG		Illuminator	1	Included
Power Supply	DC700			1	Included
Camera Stand				1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			iFW-L Finger & Palm	1	Included
			NEC Extraction Gateway	1	Included
			Accuscan	1	Included
			WSQ 1000	1	Included
			Card Viewer	1	Included
<b>Sub-system</b>					
Workstation	OptiPlex 9010 Minitower		MNPD_IFW05	1	Included
			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, IVB, I5-3470, 3.2, 4C, N0, L	1	Included
	VT8FP		Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included
	CJF72		Video Card: Card, Graphics, 1G, OHGA3, Full Height, W8	1	Included
	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor	C592M		Display: Flat Panel Display 24W, U2410, Black, Dell Americas Organization	2	
Epson Scanner	V700		EPSON PERFECTION V700	1	Included
Framegrabber	DFG/SV1		Video Camera Card	1	Included
Camera	XC-ST51		Latent Camera	1	Included
Illuminator	MI-150DG		Illuminator	1	Included
Power Supply	DC700			1	Included
Camera Stand				1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			iFW-L Finger & Palm	1	Included
			NEC Extraction Gateway	1	Included
			Accuscan	1	Included
			WSQ 1000	1	Included

			Card Viewer	1	Included
<b>Sub-system</b>					
Workstation	OptiPlex 9010 Minitower		MNPD_IFW06	1	Included
			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, IVB, I5-3470, 3.2, 4C, N0, L	1	Included
	VT8FP		Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included
	CJF72		Video Card: Card, Graphics, 1G, OHGA3, Full Height, W8	1	Included
	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor	C592M		Display: Flat Panel Display 24W, U2410, Black, Dell Americas Organization	2	
Epson Scanner	V700		EPSON PERFECTION V700	1	Included
Framegrabber	DFG/SV1		Video Camera Card	1	Included
Camera	XC-ST51		Latent Camera	1	Included
Illuminator	MI-150DG		Illuminator	1	Included
Power Supply	DC700			1	Included
Camera Stand				1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			iFW-L Finger & Palm	1	Included
			NEC Extraction Gateway	1	Included
			Accuscan	1	Included
			WSQ 1000	1	Included
			Card Viewer	1	Included
<b>Sub-system</b>					
Workstation	OptiPlex 9010 Minitower	B3TOCX1	MNPD_IFW07	1	Included
			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, IVB, I5-3470, 3.2, 4C, N0, L	1	Included
	VT8FP		Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included
	CJF72		Video Card: Card, Graphics, 1G, OHGA3, Full Height, W8	1	Included

	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor	C592M		Display: Flat Panel Display 24W, U2410, Black, Dell Americas Organization	2	
Epson Scanner	V700		EPSON PERFECTION V700	1	Included
Framegrabber	DFG/SV1		Video Camera Card	1	Included
Camera	XC-ST51		Latent Camera	1	Included
Illuminator	MI-150DG		Illuminator	1	Included
Power Supply	DC700			1	Included
Camera Stand				1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			iFW-L Finger & Palm	1	Included
			NEC Extraction Gateway	1	Included
			Accuscan	1	Included
			WSQ 1000	1	Included
			Card Viewer	1	Included
Sub-system					
Workstation	OptiPlex 9010 Minitower		MNPD IFW08	1	Included
			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, IVB, I5-3470, 3.2, 4C, N0, L	1	Included
	VT8FP		Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included
	CJF72		Video Card: Card, Graphics, 1G, OHGA3, Full Height, W8	1	Included
	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor	C592M		Display: Flat Panel Display 24W, U2410, Black, Dell Americas Organization	2	
Epson Scanner	V700		EPSON PERFECTION V700	1	Included
Framegrabber	DFG/SV1		Video Camera Card	1	Included
Camera	XC-ST51		Latent Camera	1	Included
Illuminator	MI-150DG		Illuminator	1	Included
Power Supply	DC700			1	Included
Camera Stand				1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			iFW-L Finger & Palm	1	Included

			NEC Extraction Gateway	1	Included
			Accuscan	1	Included
			WSQ 1000	1	Included
			Card Viewer	1	Included
<b>Sub-system</b>					
Workstation	OptiPlex 9010 Minitower		MNPD_IFW09	1	Included
			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, IVB, I5-3470, 3.2, 4C, N0, L	1	Included
	VT8FP		Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included
	CJF72		Video Card: Card, Graphics, 1G, OHGA3, Full Height, W8	1	Included
	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor	C592M		Display: Flat Panel Display 24W, U2410, Black, Dell Americas Organization	2	
Epson Scanner	V700		EPSON PERFECTION V700	1	Included
Framegrabber	DFG/SV1		Video Camera Card	1	Included
Camera	XC-ST51		Latent Camera	1	Included
Illuminator	MI-150DG		Illuminator	1	Included
Power Supply	DC700			1	Included
Camera Stand				1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			iFW-L Finger & Palm	1	Included
			NEC Extraction Gateway	1	Included
			WSQ 1000	1	Included
			Card Viewer	1	Included
<b>Sub-system</b>					
Workstation	OptiPlex 9010 Minitower		MNPD_IFW10	1	Included
			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, IVB, I5-3470, 3.2, 4C, N0, L	1	Included
	VT8FP		Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included
	CJF72		Video Card: Card,	1	Included

			Graphics, 1G, OHGA3, Full Height, W8		
	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor	C592M		Display: Flat Panel Display 24W, U2410, Black, Dell Americas Organization	2	
Epson Scanner	V700		EPSON PERFECTION V700	1	Included
Framegrabber	DFG/SV1		Video Camera Card	1	Included
Camera	XC-ST51		Latent Camera	1	Included
Illuminator	MI-150DG		Illuminator	1	Included
Power Supply	DC700			1	Included
Camera Stand				1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			iFW-L Finger & Palm	1	Included
			NEC Extraction Gateway	1	Included
			WSQ 1000	1	Included
			Card Viewer	1	Included
<b>Sub-system</b>					
Workstation	PC9010 SFF	3223CX1	MNPFAST01	1	Included
			Processor, I5	1	Included
			Memory,2GB, DDR	2	Included
			HDD, 500GB, SATA	2	Included
Dell Monitor	P2012H			1	Included
Scanner	Guardian	1151778		1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			DXF FID 1:1 – FastID 1:1 Search	1	Included
			DXF FID 1:N – FastID 1:N Search	1	Included
<b>Sub-system</b>					
Workstation	PC9010 SFF	3233CX1	MNPFAST02	1	Included
			Processor, I5	1	Included
			Memory,2GB, DDR	2	Included
			HDD, 500GB, SATA	2	Included
Dell Monitor	P2012H			1	Included
Scanner	Guardian	1151776		1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			DXF FID 1:1 – FastID 1:1 Search	1	Included
			DXF FID 1:N – FastID 1:N Search	1	Included
<b>Sub-system</b>					
Workstation	PC9010 SFF	3222CX1	MNPFAST03	1	Included
			Processor, I5	1	Included
			Memory,2GB, DDR	2	Included
			HDD, 500GB, SATA	2	Included
Dell Monitor	P2012H			1	Included

Scanner	Guardian	1151818		1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			DXF FID 1:1 – FastID 1:1 Search	1	Included
			DXF FID 1:N – FastID 1:N Search	1	Included
Sub-system					
Workstation	PC9010 SFF	3232CX1	MNPFAST04	1	Included
			Processor, I5	1	Included
			Memory,2GB, DDR	2	Included
			HDD, 500GB, SATA	2	Included
Dell Monitor	P2012H			1	Included
Scanner	Guardian	1151791		1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			DXF FID 1:1 – FastID 1:1 Search	1	Included
			DXF FID 1:N – FastID 1:N Search	1	Included
Sub-system					
Workstation	PC9010 SFF	3231CX1	MNPFAST05	1	Included
			Processor, I5	1	Included
			Memory,2GB, DDR	2	Included
			HDD, 500GB, SATA	2	Included
Dell Monitor	P2012H			1	Included
Scanner	Guardian	1151777		1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			DXF FID 1:1 – FastID 1:1 Search	1	Included
			DXF FID 1:N – FastID 1:N Search	1	Included
Sub-system					
Workstation	PC9010 SFF	3432CX1	MNPFAST06	1	Included
			Processor, I5	1	Included
			Memory,2GB, DDR	2	Included
			HDD, 500GB, SATA	2	Included
Dell Monitor	P2012H			1	Included
Scanner	Guardian	1151814		1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			DXF FID 1:1 – FastID 1:1 Search	1	Included
			DXF FID 1:N – FastID 1:N Search	1	Included
Sub-System					
Field-ID Server	PowerEdge R710	DNBKV1	FIDSVR	1	Included
			Hard Drive, 300G, Serial Attached SCSI, DU, 15K, 3.5 Seagate, Hurricane	4	Included
			Processor, X5570, 2.93/6.4, 8MB Intel Dual Socket Nehalem, D0	1	Included

			Dual In-line Memory Module, 2G 1333, 2RX8X72, 8, 240, Regulatory	6	Included
			Power Supply, 870W, Redundant, Delta Products	2	Included
			Assembly, Dvd+/-Rw, Serial Ata, 12.7, Toshiba Samsung Storage Technology, E	1	Included
			Battery, Primary, 7WHR, 1C Lithium Ion, PERCI	1	Included
			Power Supply, 870W, Redundant, Delta Products	2	Included
<b>Sub-system:</b>					
Livescan	Identix TPE-5900-HD	AFC452001060	Is042	1	Included
<b>Sub-system:</b>					
Livescan	Identix TPE-5900-HD	AFC452001061	Is043	1	Included
<b>Sub-system:</b>					
Livescan	Identix TPE-5900-HD	AFC452001054	LS041	1	Included
<b>Sub-system:</b>					
Livescan	Identix TPE-5900-HD	AFC431001021	LS064	1	Included
<b>Sub-system:</b>					
Livescan	Identix TPE-5900-HD	AFC471001024	LS065	1	Included
<b>Sub-system:</b>					
Livescan	Identix TPE-5900-HD	AFC471001022	LS066	1	Included
<b>Sub-system:</b>					
Livescan	Identix TPE-5900-HD	AFC471001023	LS067	1	Included
<b>Sub-system:</b>					
Portable Livescan	IDENTIX TP4800 PA	SN# - AD339000302R	Is049	1	Included
<b>Sub-system:</b>					
Portable Livescan	IDENTIX TP4800 PA	SN# ADJ1190000264	LS050	1	Included
			<b>Total List Price: Yr. 1:</b>		\$487,430.51
			<b>Net Price:</b>		\$487,430.51
			<b>TOTAL PRICE:</b>		\$487,430.51

## EXHIBIT B – ISA TERMS AND CONDITIONS

### SECTION A-1

#### General Terms and Conditions

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

## **EXHIBIT B – ISA TERMS AND CONDITIONS**

subcontractor or outsource provider (e.g., as an intended third party beneficiary under the Third Party Agreement). Without limiting any other rights of Metro Government in this Agreement, Contractor remains fully responsible and liable for the acts or omissions of its Agents. In the event of an unauthorized disclosure or use of Sensitive Information by its Agent, Contractor shall, at its own expense, provide assistance and cooperate fully with Metro Government to mitigate the damages to Metro Government and prevent further use or disclosure.

## EXHIBIT B – ISA TERMS AND CONDITIONS

### SECTION A-2

#### Definitions

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

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

## EXHIBIT B – ISA TERMS AND CONDITIONS

### SECTION AST

#### Agent Security and Training

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

## EXHIBIT B – ISA TERMS AND CONDITIONS

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

## EXHIBIT B – ISA TERMS AND CONDITIONS

### SECTION AV

#### Protection Against Malicious Software

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

## EXHIBIT B – ISA TERMS AND CONDITIONS

### SECTION BU

#### Information Backup, Contingency Planning and Risk Management

##### 1 General.

1.1 Contractor agrees to backup Metro Government Information which Contractor maintains or Stores. Backup and restoration procedures and related infrastructure, including frequency of backup, offsite storage, media lifespan and media reliability, must be commensurate with the criticality and availability requirement of the Metro Government Information being backed up.

1.2 Upon Metro Government's request, Contractor shall supply Metro Government with an inventory of Metro Government Information that Contractor Stores and/or backed up.

1.3 Contractor shall periodically, no less often than annually, test backup tapes or media by restoring Metro Government Information to a system similar to the original system where the Metro Government Information are stored.

1.4 Upon Metro Government's request, Contractor shall supply copies of Metro Government Information in a format requested by Metro Government.

1.5 Contractor shall backup business critical information at a frequency determined by Metro Government business owner.

2 Storage of Backup Media. NEC will store all archival and backup media at a secured location provided and maintained by the Metro Government. Upon request, Contractor will promptly notify Metro Government of the physical address of the offsite location. The backups of the information should be stored in a manner commiserate with the security around the information. Backups are stored at Metro Nashville Police Department designated site. The backup tapes should be encrypted if the sensitivity of the information requires that level of security.

## EXHIBIT B -- ISA TERMS AND CONDITIONS

### SECTION DMH

#### Device and Storage Media Handling

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

## EXHIBIT B – ISA TERMS AND CONDITIONS

### SECTION ENC

#### Encryption and Transmission of Information

- 1 Contractor shall Encrypt Metro Government Sensitive Information whenever transmitted over the Internet or any untrusted network using Strong Encryption. Encryption of Sensitive Information within the Metro Government Network, or within Contractor's physically secured, private information center network, is optional but recommended.
- 2 Contractor shall Encrypt Metro Government Authentication Credentials while at rest or during transmission using Strong Encryption.
- 3 Contractor shall Encrypt, using Strong Encryption, all Sensitive Information that is stored in a location which is accessible from Open Networks. "Sensitive Information" is any information a department/agency classifies as "Confidential Information", Information that if inappropriately altered, or is subject to unauthorized access, use or disclosure, considerable loss could occur, or "Restricted Information", Information that if inappropriately altered, or is subject to unauthorized access, use or disclosure, significant loss including loss of life could occur".
- 4 If information files are to be exchanged with Contractor, Contractor shall support exchanging files in at least one of the Strongly Encrypted file formats, e.g., Encrypted ZIP File or PGP/GPG Encrypted File.
- 5 All other forms of Encryption and secure hashing must be approved by Metro Government.

## EXHIBIT B – ISA TERMS AND CONDITIONS

### SECTION IR

#### Incident Response

- 1 Incident Reporting.** Contractor shall report any Information Security Incident of which it becomes aware, or failure of any technical or procedural controls, which has or had a potential to affect Metro Government Network, Metro Government Infrastructure or Metro Government Information to Metro Government and according to the following timeline and procedure:
  - 1.1** Contractor shall promptly report to Metro Government any successful Information Security Incident (with or without actual harm to system or information) within 24 hours of becoming aware of the incident. At a minimum, such report shall contain: (a) date and time when the Information Security Incident occurred; (b) the date and time when such incident was discovered by Contractor; (b) identification of the systems, programs, networks and/or Metro Government Information affected by such incident; (c) preliminary impact analysis; (d) description and the scope of the incident; and (e) any mitigation steps taken by Contractor. However, if Contractor is experiencing or has experienced a Information Breach or a successful Information Security Incident to systems that host or Store Sensitive Information or an Information Security Incident that is causing or has caused material disruption to the functionality or operation of Contractor systems or damage to Contractor hardware, software or information, including a successful attack by Malicious Software, Contractor shall report such security breach or incident to Metro Government both to the ITS Help Desk at (615) 862-HELP and to the Metro Government department within 24 hours from Contractor's reasonable awareness of such security breach or incident.
  - 1.2** Contractor shall document any attempted but unsuccessful Information Security Incident of which it becomes aware and report to Metro Government upon its request. The frequency, content, and format of such report will be mutually agreed upon by the parties.
- 2 Incident Response.**
  - 2.1** Contractor shall have a documented procedure for promptly responding to an Information Security Incidents and Information Breach that complies with applicable law and shall follow such procedure in case of an incident. Contractor shall have clear roles defined and communicated within its organization for effective internal incidence response.
  - 2.2** Contractor shall designate a contact person for Metro Government to contact in the event of an Information Security Incident. This contact person should possess the requisite authority and knowledge to: (i) act as a liaison to communicate between Contractor and Metro Government regarding the incident (including providing information requested by Metro Government); (ii) perform the reporting obligations of Contractor under this exhibit; and (iii) develop a mitigation strategy to remedy or mitigate any damage to Metro Government Network, Metro Government Infrastructure, Metro Government Information or the Product or Service provided to Metro Government that may result from the Information Security Incident.

## EXHIBIT B – ISA TERMS AND CONDITIONS

### SECTION LOG

#### **Audit Logs**

- 1 **Audit Log Information.** The Product or Service will provide user activity Audit Log information. Audit Log entries must be generated for the following general classifications of events: login/logout (success and failure); failed attempts to access system resources (files, directories, information bases, services, etc.); system configuration changes; security profile changes (permission changes, security group membership); changes to user privileges; actions that require administrative authority (running privileged commands, running commands as another user, starting or stopping services, etc.); and remote control sessions (session established, login, logout, end session, etc.). Each Audit Log entry must include the following information about the logged event: date and time of event; type of event; event description; user associated with event; and network identifiers (IP address, MAC Address, etc.) or logical identifiers (system name, port, etc.).
- 2 **Audit Log Integrity.** Contractor shall implement and maintain controls to protect the confidentiality, availability and integrity of Audit Logs.
- 3 **User Access Audit.** Upon Metro Government's request, Contractor shall provide Audit Logs of Metro Government's users of the Product or Service to Metro Government.
- 4 **Audit Log Feed.** Upon request, Contractor shall implement a regular, but in no event less than daily, automated Audit Log feed via a secured, persistent connection to Metro Government Network so that Metro Government may monitor or archive Audit Log information relating to Metro Government's users on Metro Government systems.
- 5 **Audit Log Availability.**
  - 5.1 Contractor shall ensure that Audit Logs for the Product or Service for the past 90 days are readily accessible online.
  - 5.2 If for technical reasons or due to an Information Security Incident, the online Audit Logs are not accessible by Metro Government or no longer trustworthy for any reason, Contractor shall provide to Metro Government trusted Audit Log information for the past 90 days within 2 business days from Metro Government's request.
  - 5.3 Contractor shall provide or otherwise make available to Metro Government Audit Log information which are 91 days or older within 14 days from Metro Government's request.
  - 5.4 Contractor shall make all archived Audit Logs available to Metro Government no later than thirty (30) days from Metro Government's request and retrievable by Metro Government for at least one (1) year from such request.
  - 5.5 Contractor shall agree to make all Audit Logs available in an agreed upon format.

## EXHIBIT B – ISA TERMS AND CONDITIONS

### SECTION NET

#### Network Security

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

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

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

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

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

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

## EXHIBIT B – ISA TERMS AND CONDITIONS

### SECTION PAT

#### Patch Creation and Certification

- 1 **Security Patch Required.** Unless otherwise expressly agreed by Metro Government and Contractor, for Products that are no longer under performance warranty, Contractor shall provide no less than standard maintenance and support service for the Products, which service includes providing Security Patches for the Products, for as long as Metro Government is using the Products.
- 2 **Timeframe for Release.** For Vulnerabilities contained within the Product that are discovered by Contractor itself or through Responsible Disclosure, Contractor shall promptly create and release a Security Patch. Contractor must release a Security Patch: (i) within 90 days for Critical Vulnerabilities, (ii) within 180 days for Important Vulnerabilities, and (iii) within one (1) year for all other Vulnerabilities after Contractor becomes aware of the Vulnerabilities. For Vulnerabilities contained within the Product that have become publicly known to exist and are exploitable, Contractor will release a Security Patch in a faster timeframe based on the risk created by the Vulnerability, which timeframe should be no longer than thirty (30) days. For the avoidance of doubt, Contractor is not responsible for creation of Security Patches for Vulnerabilities in the Product that is caused solely by the Off-the-Shelf Software installed by Metro Government.
- 3 **Timeframe for Compatibility Certification.** Contractor shall promptly Certify General Compatibility of a Security Patch for third party software which the Product is dependent upon when such patch is released. For a Security Patch for Microsoft Windows Operating Systems, Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days, and shall Certify General Compatibility of an Important Security Patch within thirty (30) days, from the release of the patch. For Security Patches for Off-the-Shelf Software (OTS), Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days and Certify General Compatibility of an Important Security Patch within thirty (30) days from its release. For Security Patch for all other third party software or system, Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days and an Important Security Patch within thirty (30) days from its release. . Contractor shall publish whether the Security Patches are generally compatible with each related Product.
- 4 **Notice of Un-patchable Vulnerability.** If Contractor cannot create a Security Patch for a Vulnerability, or Certify General Compatibility of a Security Patch for OTS software, within the timeframe specified herein, Contractor shall notify Metro Government of the un-patchable Vulnerability in writing. Such notice shall include sufficient technical information for Metro Government to evaluate the need for and the extent of immediate action to be taken to minimize the potential effect of the Vulnerability until a Security Patch or any other proposed fix or mitigation is received.
- 5 **Vulnerability Report.** Contractor shall maintain a Vulnerability Report for all Products and Services and shall make such report available to Metro Government upon request, provided that Metro Government shall use no less than reasonable care to protect such report from unauthorized disclosure. The Vulnerability Report should (a) identify and track all known Vulnerabilities in the Products or Services on a continuing and regular basis, (b) document all Vulnerabilities that are addressed in any change made to the Product or Service, including without limitation Security Patches, upgrades, service packs, updates, new versions, and new releases of the Product or Service, (c) reference the specific Vulnerability and the corresponding change made to the Product or Service to remedy the risk, (d) specify the critical level of the Vulnerability and the applicable Security Patch, and (e) other technical information sufficient for Metro Government to evaluate the need for and the extent of its own precautionary or protective action. Contractor shall not hide or provide un-documented Security Patches in any type of change to their Product or Service.
- 6 **SCCM Compatibility for Windows Based Products.** Contractor Patches for Products that operate on the Microsoft Windows Operating System must be deployable with Microsoft's System Center Configuration Manager. NEC applications, services and configurations are fully compatible with SCCM, however, because of the complexity of certain server side installations and configurations, NEC may request assistance from Metro IT in the deployment of these applications. In limited cases, SCCM may not be used for certain installations. Approval from Metro IT will be used in these rare cases.

## EXHIBIT B – ISA TERMS AND CONDITIONS

### SECTION PES

#### Physical and Environmental Security

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

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

## EXHIBIT B – ISA TERMS AND CONDITIONS

### SECTION REM

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

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

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

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

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

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

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

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

## EXHIBIT B – ISA TERMS AND CONDITIONS

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

### 5 Metro Government Network Access Requirements.

5.1 Contractor shall only use Contractor systems which are compatible with Metro Government Remote Access technology to access Metro Government Network. If Contractor does not have a system that is compatible, it is Contractor's responsibility to obtain a compatible system.

5.2 Contractor shall implement security controls to protect Metro Government Network from risk when its systems or Agents connect to the Metro Government Network. Such controls include, but are not limited to:

5.2.1 Installing and maintaining ICSA Labs certified Anti-virus Software on Contractor system and, to the extent possible, use real time protection features. Contractor shall maintain the Anti-virus Software in accordance with the Anti-virus Software Contractor's recommended practices.

5.2.2 Contractor may not access the Metro Government Network with systems that may allow bridging of the Metro Government Network to a non-Metro Government network.

5.2.3 Contractor shall only access the Metro Government Network with systems that have the most current Security Patches installed.

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

6.1 Contractor shall connect to the Metro Government Network using only Metro Government provided or approved Remote Access Software.

6.2 Contractor shall not install or implement any form of permanent Remote Access (e.g., GotoMyPC) on the Metro Government Network or Metro Government systems.

### 7 Remote Control Software

7.1 Contractor may not install any form of Remote Control Software on systems that are maintained or administered by Metro Government without Metro Government's consent. Contractor is only allowed to install Remote Control Software on Contractor Managed Systems.

7.2 Remote Control Software must secure all network traffic using Strong Encryption.

7.3 Contractor shall ensure that Remote Control Software contained within the Product supports the logging of session establishment, termination, and failed login attempts. Each log entry must include the following information about the logged event: date and time of event; type of event; event description; user associated with event; and network identifiers (IP address, MAC Address, etc.) or logical identifiers (System name, port, etc.). For Contractor Maintained Systems, Contractor shall ensure that such systems are configured to do the above.

7.4 Remote Control Software shall not provide escalation of user account privileges.

7.5 Contractor shall only access the Metro Government Network via Metro Government approved remote access methods. Contractor shall not supply Products, nor make configuration changes that introduce non-approved forms of Remote Access into the Metro Government Network.

## EXHIBIT B – ISA TERMS AND CONDITIONS

### SECTION SOFT

#### Software / System Capability

##### 1. Software Capabilities Requirements.

1.1 Contractor shall disclose to Metro Government all default accounts included in their Product or provide a means for Metro Government to determine all accounts included in the Product.

1.2 Contractor shall not include fixed account passwords in the Product that cannot be changed by Metro Government. Contractor shall allow for any account to be renamed or disabled by Metro Government.

1.3 Contractor's Product shall support a configurable Session Timeout for all users or administrative access to the Product.

1.4 Contractor shall ensure that the Product shall transmit and store Authentication Credentials using Strong Encryption.

1.5 Contractor Products shall mask or hide the password entered during Interactive User Login.

Contractor shall ensure that Products provided can be configured to require a Strong Password for user authentication.

1.6 Contractor's Product shall allow user accounts to be disabled after a configurable amount of failed login attempts over a configurable amount of time.

1.7 Contractor's Product shall have the capability to require users to change an initial or temporary password on first login.

1.8 Contractor's Product shall have the capability to report to Metro Government, on request, all user accounts and their respective access rights within three (3) business days or less of the request.

1.9 Contractor's Product shall have the capability to function within Metro Governments Information Technology Environment. Specifications of this environment are available upon request.

**2 Backdoor Software.** Contractor shall not provide Products with Backdoor Software, including, without limitation, undocumented or secret access functions (e.g., accounts, authorization levels, over-rides or any backdoor). Contractor shall supply all information needed for the Metro Government to manage all access (local or remote) capabilities within the Product including denying of Remote Access entirely from any party including Contractor. Contractor shall not include any feature within the Product that would allow anyone to circumvent configured authorization remotely.

## EXHIBIT B – ISA TERMS AND CONDITIONS

### SECTION VMGT

#### Contractor Managed System Requirements

##### **1 Vulnerability and Patch Management.**

- 1.1 For all Contractor Managed Systems that store Metro Government Information, Contractor will promptly address Vulnerabilities through Security Patches. Unless otherwise requested by Metro Government, Security Patches shall be applied within fourteen (14) days from its release for Critical Security Patches, thirty (30) days for Important Security Patches, and twelve (12) months for all other applicable Security Patches. Contractor may provide an effective technical mitigation in place of a Security Patch (if no Security Patch is available or if the Security Patch is incompatible) which doesn't materially impact Metro Government's use of the system nor require additional third party products.
- 1.2 If the application of Security Patches or other technical mitigations could impact the operation of Contractor Managed System, Contractor agrees to install patches only during Metro Government approved scheduled maintenance hours, or another time period agreed by Metro Government.
- 1.3 Contractor Managed Systems on the Metro Government Network or Metro Government Infrastructure, the Metro Government retains the right to delay patching for whatever reason it deems necessary.
- 1.4 Metro Government will monitor compliance and check for Vulnerabilities on all Products on the Metro Government Network or Metro Government Infrastructure. Contractor shall provide Metro Government administrative credentials upon request for the purpose of monitoring compliance of a given Product. Metro Government will not knowingly change configurations of the Contractor Managed Systems without prior approval from Contractor.
- 1.5 Government may monitor compliance of Contractor Managed Systems. Contractor agrees to allow Metro Government to check for Vulnerabilities during agreed upon times using mutually agreed upon audit methods.
- 1.6 Contractor shall use all reasonable methods to mitigate or remedy a known Vulnerability in the Contractor Managed System according to the level of criticality and shall cooperate fully with Metro Government in its effort to mitigate or remedy the same. Upon Metro Government's request, Contractor shall implement any reasonable measure recommended by Metro Government in connection with Contractor's mitigation effort.

##### **2 System Hardening.**

- 2.1 Contractor Managed Systems, Contractor shall ensure that either: (i) file shares are configured with access rights which prevent unauthorized access or (ii) Contractor shall remove or disable file shares that cannot be configured with access controls set forth in (i) hereof. Access rights to file shares that remain under (i) must use the Principle of Least Privilege for granting access.
- 2.2 In the event that Contractor is providing Products or systems that are to be directly accessible from the Internet, Contractor shall disable or allow disabling by Metro Government of all active or executed software components of the Product or system that are not required for proper functionality of the Product or system.
- 2.3 Contractor shall ensure that Contractor Managed Systems are synchronized with reliable time sources and have the proper time zone set or no time offset (e.g., GMT or UTC). In the case of systems residing on the Metro Government Network, Contractor shall ensure that all such systems are synchronized with an Metro Government corporate timeserver in their respective Regional Information Centers (RDC).
- 2.4 For Contractor Managed Systems, Contractor shall remove or disable any default or guest user accounts. Default accounts that cannot be removed or disabled must have their default password changed to a Strong Password that is unique to the respective site and Metro Government.
- 2.5 Reserved.

## EXHIBIT B – ISA TERMS AND CONDITIONS

### 3 Authentication.

- 3.1 Contractor shall assign a unique user ID to any Agent or end user who accesses Sensitive Information on Contractor Managed Systems. This unique ID shall be configured so that it enables tracking of each user's activity within the system.
- 3.2 Contractor agrees to require authentication for access to Sensitive Information on Contractor Managed System.
- 3.3 Contractor agrees to configure the system to support Strong Authentication for accessing Sensitive Information from any Open Network (e.g., Internet, open wireless). For avoidance of doubt, Metro Government Network is considered a trusted network.
- 3.4 Contractor shall configure the system to expire passwords at least every one-hundred and eighty (180) days and require a password change on the next successful login. For system that cannot support Strong Passwords, Contractor shall configure the system to expire passwords every ninety (90) days.
- 3.5 Unless otherwise agreed by Metro Government, Contractor shall ensure that Contractor Managed Systems will require Strong Password for user authentication.

4 Automatic Log off. Contractor shall configure systems which store Sensitive Information to automatically logoff user sessions at the most after 20 minutes of inactivity.

5 User Accountability. Contractor shall report to Metro Government, on request, all user accounts and their respective access rights within the system within five (5) business days or less of the request.

6 Information Segregation, Information Protection and Authorization. Contractor shall implement processes and/or controls to prevent the accidental disclosure of Metro Government Sensitive Information to other Contractor Metro Governments, including an Affiliates of Metro Government.

7 Account Termination. Contractor shall disable user accounts of Agents or Metro Government end users for the system within five (5) business days of becoming aware of the termination of such individual. In the cases of cause for termination, Contractor will disable such user accounts as soon as administratively possible.

### 8 System / Information Access.

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

8.2 Contractor agrees to use the Principle of Least Privilege when granting access to Contractor Managed Systems or Metro Government Information.

### 9 System Maintenance.

9.1 Contractor shall maintain system(s) that generate, store, transmit or process Metro Government Sensitive Information according to manufacturer recommendations. Contractor shall ensure that only those personnel certified to repair such systems are allowed to provide maintenance services.

9.2 Contractor shall keep records of all preventative and corrective maintenance on systems that generate, store, transmit or process Metro Government Sensitive Information. Such records shall include the specific maintenance performed, date of maintenance, systems that the maintenance was performed on including identifiers (e.g., DNS name, IP address) and results of the maintenance. Upon request by Metro Government, Contractor shall supply such record within thirty (30) days.

**EXHIBIT C**

## Install Base and Pricing

<b>Bill To (Customer)</b>
Metropolitan Nashville Police Department 200 James Robertson Parkway Criminal Justice Center – 1056 Nashville, Tn. 37201
Attention: Tonya Young Telephone: 615-862-7442

<b>Product Location (Customer)</b>
Same

Summary	Monthly Price	Annual Price
4 <sup>th</sup> Year Annual Maintenance (7/1/18 – 6/30/19)	\$40,619.21	\$487,430.51
5 <sup>th</sup> Year Annual Maintenance (7/1/19 – 6/30/20)	\$41,837.79	\$502,053.42
6 <sup>th</sup> Year Annual Maintenance (7/1/20 – 6/30/21)	\$43,092.92	\$517,115.02
7 <sup>th</sup> Year Annual Maintenance (7/1/21 – 6/30/22)	\$44,385.71	\$532,628.47
8 <sup>th</sup> Year Annual Maintenance (7/1/22 – 6/30/23)	\$45,717.28	\$548,607.33
Prorate to sync to contract end date (7/1/23 – 8/21/23)	\$45,717.28	\$77,719.38

<b>Core AFIS Equipment</b>					
Equipment Type	Model	Serial Number or Service Tag #	Description	Qty	Annual Price
					\$487,430.51
Rack 1	4220	CRRL9Q1		1	Included
Fan	120 V	NA		1	Included
KVM	2161AD	J4RFMW1		1	Included
KMM	FPM185	NA	Keyboard, Monitor, Mouse Tray	1	Included
PDU		NA	16A, 120-240V	2	Included
Switch	PC5524	DR17WW1		1	Included
Switch	PC5524	6D3TTS1		1	Included
Switch	PC2808	NA		1	Included
Brocade Sw	FC300	CD9Y7P1		1	Included
Brocade Sw	FC300	3F9Y7P1		1	Included
Power Supply	RPS720	CN-041W91- 28298-32N-0067		1	Included
Unified Database Server					
Server	R720	6G2P0Y1	UDB01	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Memory, 4GB, dual rank RDIMM	6	Included
			HDD, 600GB, 15K, SAS	6	Included
			Qlogic 2562, DPt 8GB Optical HBA	2	

**NEC** NEC Corporation of America

Software			Red Hat Enterprise Linux Server	1	Included
			Oracle 11g Standard Edition	1	Included
			NetVault Backup Server	1	Included
			NetVault Oracle APM Plugin	1	Included
<b>Unified Database Server</b>					
Server	R720	5G2P0Y1	UDB02	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Memory, 4GB, dual rank RDIMM	6	Included
			HDD, 600GB, 15K, SAS	6	Included
			Qlogic 2562, DPt 8GB Optical HBA	2	
Software			Red Hat Enterprise Linux Server	1	Included
			Oracle 11g Standard Edition	1	Included
			NetVault Backup Server	1	Included
			NetVault Oracle APM Plugin	1	Included
<b>DXF Server</b>					
Server	R720	FG7G0Y1	DXF01	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Memory, 2GB, dual rank RDIMM	6	Included
			HDD, 600GB, 15K, SAS	6	Included
Software			Microsoft Windows Server 2008R2 SP1	1	Included
			Microsoft SQL Server 2008 STD	1	Included
			ArGoSoft Mail Server .NET	1	Included
			NEC DXF AIM Service	1	Included
			NEC DXF CCH Service Provider	1	Included
			NEC DXF Data Access Service	1	Included
			NEC DXF External Communicator Service	1	Included
			NEC DXF FBI Interface	1	Included
			NEC DXF Global Admin Service	1	Included
			NEC DXF Job Queue Service	1	Included
			NEC DXF JQ Service for Remotes	1	Included
			NEC DXF Livescan Service Provider	1	Included

**NEC** NEC Corporation of America

			NEC DXF System Service	1	Included
			NEC DXF UDB Service	1	Included
			NEC DXF User Session Service	1	Included
			NEC DXF User Session Service	1	Included
			NEC DXF Validation Service	1	Included
			NEC DXF Workflow Manager_1	1	Included
			NEC DXF Workflow Manager_2	1	Included
			NEC DXF Workflow Manager_3	1	Included
			NEC DXF WorkStation Interface	1	Included
			NEC Global Admin Service	1	Included
			NEC Interop SMTP Interface	1	Included
			NEC Services Monitor	1	Included
<b>DXF Server</b>					
Server	R720	2G2P0Y1	DXF02	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Memory, 2GB, dual rank RDIMM	6	Included
			HDD, 600GB, 15K, SAS	6	Included
Software			Microsoft Windows Server 2008R2 SP1	1	Included
			ArGoSoft Mail Server .NET	1	Included
			NEC DXF AIM Service	1	Included
			NEC DXF CCH Service Provider	1	Included
			NEC DXF Data Access Service	1	Included
			NEC DXF External Communicator Service	1	Included
			NEC DXF FBI Interface	1	Included
			NEC DXF Global Admin Service	1	Included
			NEC DXF Job Queue Service	1	Included
			NEC DXF JQ Service for Remotes	1	Included
			NEC DXF Livescan Service Provider	1	Included
			NEC DXF System Service	1	Included
			NEC DXF UDB Service	1	Included
			NEC DXF User Session Service	1	Included
			NEC DXF User Session Service	1	Included

**NEC** NEC Corporation of America

			NEC DXF Validation Service	1	Included
			NEC DXF Workflow Manager_1	1	Included
			NEC DXF Workflow Manager_2	1	Included
			NEC DXF Workflow Manager_3	1	Included
			NEC DXF WorkStation Interface	1	Included
			NEC Global Admin Service	1	Included
			NEC Interop SMTP Interface	1	Included
			NEC Services Monitor	1	Included
<b>Tape Library</b>					
Tape Library	TL2000	GH2TXS1	TL2000 LTO5 2FC Drives	1	Included
<b>NEC Storage</b>					
Storage	DEU16U	NF5321-SE70E	HDD, 2 TB, FC	10	Included
Storage	DAS042U	NF5321-SB00E	HDD, 600 GB, FC	9	Included
<b>Rack</b>					
Rack 2	4220			1	Included
Fan	120 V			1	Included
PDU	208V		24A	3	Included
PDU	120V		16A	2	Included
Switch	PC5448	5Q8VTS1		1	Included
<b>Data/Match Manager Server</b>					
Server	R720	8G2P0Y1	MMDM01	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Memory, 8GB, dual rank RDIMM	4	Included
			HDD, 600GB, 15K, SAS	6	Included
Software			Red Hat Enterprise Linux Server	1	Included
			Match Manager	1	Included
			Data Manager	1	Included
<b>Data/Match Manager Server</b>					
Server	R720	7G2P0Y1	MMDM02	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Memory, 8GB, dual rank RDIMM	4	Included
			HDD, 600GB, 15K, SAS	6	Included
Software			Red Hat Enterprise Linux Server	1	Included
			Match Manager	1	Included
			Data Manager	1	Included
<b>Enclosure</b>					

**NEC** NEC Corporation of America

Blade Enclosure	M1000E	1HF81Y1		1	Included
Blade Server					
Blade	M620	5HF81Y1	MU01	1	Included
			Processor, X5670, Xeon	1	Included
			Processor, X5670, Xeon	1	Included
			Memory, 8GB, dual rank RDIMM	12	Included
			HDD, 300GB, 15K, SAS	2	Included
Software			Red Hat Enterprise Linux Server	1	Included
			Match Unit	1	Included
Blade Server					
Blade	M620	7HF81Y1	MU02	1	Included
			Processor, X5670, Xeon	1	Included
			Processor, X5670, Xeon	1	Included
			Memory, 8GB, dual rank RDIMM	12	Included
			HDD, 300GB, 15K, SAS	2	Included
Software			Red Hat Enterprise Linux Server	1	Included
			Match Unit	1	Included
Blade Server					
Blade	M620	6HF81Y1	MU03	1	Included
			Processor, X5670, Xeon	1	Included
			Processor, X5670, Xeon	1	Included
			Memory, 8GB, dual rank RDIMM	12	Included
			HDD, 300GB, 15K, SAS	2	Included
Software			Red Hat Enterprise Linux Server	1	Included
			Match Unit	1	Included
Blade Server					
Blade	M620	2HF81Y1	MU04	1	Included
			Processor, X5670, Xeon	1	Included

			Processor, X5670, Xeon	1	Included
			Memory, 8GB, dual rank RDIMM	12	Included
			HDD, 300GB, 15K, SAS	2	Included
Software			Red Hat Enterprise Linux Server	1	Included
			Match Unit	1	Included
<b>Blade Server</b>					
Blade	M620	4HF81Y1	MU05	1	Included
			Processor, X5670, Xeon	1	Included
			Processor, X5670, Xeon	1	Included
			Memory, 8GB, dual rank RDIMM	12	Included
			HDD, 300GB, 15K, SAS	2	Included
Software			Red Hat Enterprise Linux Server	1	Included
			Match Unit	1	Included
<b>Blade Server</b>					
Blade	M620	3HF81Y1	MU06	1	Included
			Processor, X5670, Xeon	1	Included
			Processor, X5670, Xeon	1	Included
			Memory, 8GB, dual rank RDIMM	12	Included
			HDD, 300GB, 15K, SAS	2	Included
Software			Red Hat Enterprise Linux Server	1	Included
			Match Unit	1	Included
<b>Image Processor</b>					
Blade Server	M620	9HF81Y1	IPC01	1	Included
			Processor, X5670, Xeon	1	Included
			Processor, X5670, Xeon	1	Included
			Memory, 2GB, dual rank RDIMM	6	Included
			HDD, 300GB, 15K, SAS	2	Included
Software					
			Win Server 2008R2, Std	1	Included
			NEC Extractoin Gateway Server	1	Included
			NEC IPC Interface	1	Included
			Aware - WSQ	1	Included
<b>Image Processor</b>					
Blade Server	M620	8HF81Y1	IPC02	1	Included
			Processor, X5670, Xeon	1	Included
			Processor, X5670, Xeon	1	Included
			Memory, 2GB, dual rank RDIMM	6	Included
			HDD, 300GB, 15K, SAS	2	Included
Software					
			Win Server 2008R2, Std	1	Included
			NEC Extractoin Gateway Server	1	Included
			NEC IPC Interface	1	Included

**NEC** NEC Corporation of America

			Aware - WSQ	1	Included
<b>Sub-system</b>					
Workstation	OptiPlex 9010 Minitower	B3V2CX1	MNPD_IFW01	1	Included
			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, IVB, I5-3470, 3.2, 4C, N0, L	1	Included
	VT8FP		Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included
	CJF72		Video Card: Card, Graphics, 1G, OHGA3, Full Height, W8	1	Included
	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor	C592M		Display: Flat Panel Display 24W, U2410, Black, Dell Americas Organization	2	
Scanner	Fujitsu 6240fi			1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			iFW-T/L Finger & Palm	1	Included
			NEC Extraction Gateway	1	Included
			Accuscan	1	Included
			WSQ 1000	1	Included
			Card Viewer	1	Included
<b>Sub-system</b>					
Workstation	OptiPlex 9010 Minitower	B3T2CX1	MNPD_IFW02	1	Included
			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, IVB, I5-3470, 3.2, 4C, N0, L	1	Included
	VT8FP		Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included
	CJF72		Video Card: Card, Graphics, 1G, OHGA3, Full Height, W8	1	Included
	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor	C592M		Display: Flat Panel Display 24W, U2410, Black, Dell Americas Organization	2	
Scanner	Fujitsu 6240fi			1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			iFW-T/L Finger & Palm	1	Included
			NEC Extraction Gateway	1	Included

**NEC** NEC Corporation of America

			Accuscan	1	Included
			WSQ 1000	1	Included
			Card Viewer	1	Included
<b>Sub-system</b>					
Workstation	OptiPlex 9010 Minitower	B3V1CX1	MNPD_IFW03	1	Included
			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, IVB, I5-3470, 3.2, 4C, N0, L	1	Included
	VT8FP		Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included
	CJF72		Video Card: Card, Graphics, 1G, OHGA3, Full Height, W8	1	Included
	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor	C592M		Display: Flat Panel Display 24W, U2410, Black, Dell Americas Organization	2	
Scanner	Fujitsu 6240fi			1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			iFW-T/L Finger & Palm	1	Included
			NEC Extraction Gateway	1	Included
			Accuscan	1	Included
			WSQ 1000	1	Included
			Card Viewer	1	Included
<b>Sub-system</b>					
Workstation	OptiPlex 9010 Minitower		MNPD_IFW04	1	Included
			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, IVB, I5-3470, 3.2, 4C, N0, L	1	Included
	VT8FP		Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included
	CJF72		Video Card: Card, Graphics, 1G, OHGA3, Full Height, W8	1	Included
	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor	C592M		Display: Flat Panel Display 24W, U2410, Black, Dell Americas Organization	2	
Epson Scanner	V700		EPSON PERFECTION V700	1	Included

**NEC** NEC Corporation of America

Framegrabber	DFG/SV1		Video Camera Card	1	Included
Camera	XC-ST51		Latent Camera	1	Included
Illuminator	MI-150DG		Illuminator	1	Included
Power Supply	DC700			1	Included
Camera Stand				1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			iFW-L Finger & Palm	1	Included
			NEC Extraction Gateway	1	Included
			Accuscan	1	Included
			WSQ 1000	1	Included
			Card Viewer	1	Included
<b>Sub-system</b>					
Workstation	OptiPlex 9010 Minitower		MNPD_IFW05	1	Included
			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, IVB, I5-3470, 3.2, 4C, N0, L	1	Included
	VT8FP		Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included
	CJF72		Video Card: Card, Graphics, 1G, OHGA3, Full Height, W8	1	Included
	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor	C592M		Display: Flat Panel Display 24W, U2410, Black, Dell Americas Organization	2	
Epson Scanner	V700		EPSON PERFECTION V700	1	Included
Framegrabber	DFG/SV1		Video Camera Card	1	Included
Camera	XC-ST51		Latent Camera	1	Included
Illuminator	MI-150DG		Illuminator	1	Included
Power Supply	DC700			1	Included
Camera Stand				1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			iFW-L Finger & Palm	1	Included
			NEC Extraction Gateway	1	Included
			Accuscan	1	Included
			WSQ 1000	1	Included
			Card Viewer	1	Included
<b>Sub-system</b>					
Workstation	OptiPlex 9010 Minitower		MNPD_IFW06	1	Included
			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, IVB, I5-3470, 3.2, 4C, N0, L	1	Included

# NEC NEC Corporation of America

	VT8FP		Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included
	CJF72		Video Card: Card, Graphics, 1G, OHGA3, Full Height, W8	1	Included
	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor	C592M		Display: Flat Panel Display 24W, U2410, Black, Dell Americas Organization	2	
Epson Scanner	V700		EPSON PERFECTION V700	1	Included
Framegrabber	DFG/SV1		Video Camera Card	1	Included
Camera	XC-ST51		Latent Camera	1	Included
Illuminator	MI-150DG		Illuminator	1	Included
Power Supply	DC700			1	Included
Camera Stand				1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			iFW-L Finger & Palm	1	Included
			NEC Extraction Gateway	1	Included
			Accuscan	1	Included
			WSQ 1000	1	Included
			Card Viewer	1	Included
<b>Sub-system</b>					
Workstation	OptiPlex 9010 Minitower	B3TOCX1	MNPD_IFW07	1	Included
			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, IVB, I5-3470, 3.2, 4C, N0, L	1	Included
	VT8FP		Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included
	CJF72		Video Card: Card, Graphics, 1G, OHGA3, Full Height, W8	1	Included
	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor	C592M		Display: Flat Panel Display 24W, U2410, Black, Dell Americas Organization	2	
Epson Scanner	V700		EPSON PERFECTION V700	1	Included
Framegrabber	DFG/SV1		Video Camera Card	1	Included
Camera	XC-ST51		Latent Camera	1	Included
Illuminator	MI-150DG		Illuminator	1	Included
Power Supply	DC700			1	Included
Camera Stand				1	Included

**NEC** NEC Corporation of America

Software			Windows 7 Pro, 64 Bit	1	Included
			iFW-L Finger & Palm	1	Included
			NEC Extraction Gateway	1	Included
			Accuscan	1	Included
			WSQ 1000	1	Included
			Card Viewer	1	Included
<b>Sub-system</b>					
Workstation	OptiPlex 9010 Minitower		MNPD_IFW08	1	Included
			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, IVB, I5-3470, 3.2, 4C, N0, L	1	Included
	VT8FP		Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included
	CJF72		Video Card: Card, Graphics, 1G, OHGA3, Full Height, W8	1	Included
	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor	C592M		Display: Flat Panel Display 24W, U2410, Black, Dell Americas Organization	2	
Epson Scanner	V700		EPSON PERFECTION V700	1	Included
Framegrabber	DFG/SV1		Video Camera Card	1	Included
Camera	XC-ST51		Latent Camera	1	Included
Illuminator	MI-150DG		Illuminator	1	Included
Power Supply	DC700			1	Included
Camera Stand				1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			iFW-L Finger & Palm	1	Included
			NEC Extraction Gateway	1	Included
			Accuscan	1	Included
			WSQ 1000	1	Included
			Card Viewer	1	Included
<b>Sub-system</b>					
Workstation	OptiPlex 9010 Minitower		MNPD_IFW09	1	Included
			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, IVB, I5-3470, 3.2, 4C, N0, L	1	Included
	VT8FP		Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included

**NEC** NEC Corporation of America

	CJF72		Video Card: Card, Graphics, 1G, OHGA3, Full Height, W8	1	Included
	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor	C592M		Display: Flat Panel Display 24W, U2410, Black, Dell Americas Organization	2	
Epson Scanner	V700		EPSON PERFECTION V700	1	Included
Framegrabber	DFG/SV1		Video Camera Card	1	Included
Camera	XC-ST51		Latent Camera	1	Included
Illuminator	MI-150DG		Illuminator	1	Included
Power Supply	DC700			1	Included
Camera Stand				1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			iFW-L Finger & Palm	1	Included
			NEC Extraction Gateway	1	Included
			WSQ 1000	1	Included
			Card Viewer	1	Included
<b>Sub-system</b>					
Workstation	OptiPlex 9010 Minitower		MNPD IFW10	1	Included
			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, IVB, I5-3470, 3.2, 4C, N0, L	1	Included
	VT8FP		Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included
	CJF72		Video Card: Card, Graphics, 1G, OHGA3, Full Height, W8	1	Included
	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor	C592M		Display: Flat Panel Display 24W, U2410, Black, Dell Americas Organization	2	
Epson Scanner	V700		EPSON PERFECTION V700	1	Included
Framegrabber	DFG/SV1		Video Camera Card	1	Included
Camera	XC-ST51		Latent Camera	1	Included
Illuminator	MI-150DG		Illuminator	1	Included
Power Supply	DC700			1	Included
Camera Stand				1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			iFW-L Finger & Palm	1	Included
			NEC Extraction Gateway	1	Included
			WSQ 1000	1	Included
			Card Viewer	1	Included

# NEC NEC Corporation of America

<b>Sub-system</b>					
Workstation	PC9010 SFF	3223CX1	MNPDFAST01	1	Included
			Processor, I5	1	Included
			Memory,2GB, DDR	2	Included
			HDD, 500GB, SATA	2	Included
Dell Monitor	P2012H			1	Included
Scanner	Guardian	1151778		1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			DXF FID 1:1 – FastID 1:1 Search	1	Included
			DXF FID 1:N – FastID 1:N Search	1	Included
<b>Sub-system</b>					
Workstation	PC9010 SFF	3233CX1	MNPDFAST02	1	Included
			Processor, I5	1	Included
			Memory,2GB, DDR	2	Included
			HDD, 500GB, SATA	2	Included
Dell Monitor	P2012H			1	Included
Scanner	Guardian	1151776		1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			DXF FID 1:1 – FastID 1:1 Search	1	Included
			DXF FID 1:N – FastID 1:N Search	1	Included
<b>Sub-system</b>					
Workstation	PC9010 SFF	3222CX1	MNPDFAST03	1	Included
			Processor, I5	1	Included
			Memory,2GB, DDR	2	Included
			HDD, 500GB, SATA	2	Included
Dell Monitor	P2012H			1	Included
Scanner	Guardian	1151818		1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			DXF FID 1:1 – FastID 1:1 Search	1	Included
			DXF FID 1:N – FastID 1:N Search	1	Included
<b>Sub-system</b>					
Workstation	PC9010 SFF	3232CX1	MNPDFAST04	1	Included
			Processor, I5	1	Included
			Memory,2GB, DDR	2	Included
			HDD, 500GB, SATA	2	Included
Dell Monitor	P2012H			1	Included
Scanner	Guardian	1151791		1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			DXF FID 1:1 – FastID 1:1 Search	1	Included
			DXF FID 1:N – FastID 1:N Search	1	Included
<b>Sub-system</b>					
Workstation	PC9010 SFF	3231CX1	MNPDFAST05	1	Included
			Processor, I5	1	Included
			Memory,2GB, DDR	2	Included
			HDD, 500GB, SATA	2	Included
Dell Monitor	P2012H			1	Included

**NEC** NEC Corporation of America

Scanner	Guardian	1151777		1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			DXF FID 1:1 – FastID 1:1 Search	1	Included
			DXF FID 1:N – FastID 1:N Search	1	Included
<b>Sub-system</b>					
Workstation	PC9010 SFF	3432CX1	MNPFAST06	1	Included
			Processor, I5	1	Included
			Memory, 2GB, DDR	2	Included
			HDD, 500GB, SATA	2	Included
Dell Monitor	P2012H			1	Included
Scanner	Guardian	1151814		1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			DXF FID 1:1 – FastID 1:1 Search	1	Included
			DXF FID 1:N – FastID 1:N Search	1	Included
<b>Sub-System</b>					
Field-ID Server	PowerEdge R710	DNBKVL1	FIDSVR	1	Included
			Hard Drive, 300G, Serial Attached SCSI, DU, 15K, 3.5 Seagate, Hurricane	4	Included
			Processor, X5570, 2.93/6.4, 8MB Intel Dual Socket Nehalem, D0	1	Included
			Dual In-line Memory Module, 2G 1333, 2RX8X72, 8, 240, Regulatory	6	Included
			Power Supply, 870W, Redundant, Delta Products	2	Included
			Assembly, Dvd+/-Rw, Serial Ata, 12.7, Toshiba Samsung Storage Technology, E	1	Included
			Battery, Primary, 7WHR, 1C Lithium Ion, PERCI	1	Included
			Power Supply, 870W, Redundant, Delta Products	2	Included
<b>Sub-system</b>					
Livescan	Identix TPE-5900-HD	AFC452001060	Is042	1	Included
<b>Sub-system</b>					
Livescan	Identix TPE-5900-HD	AFC452001061	Is043	1	Included
<b>Sub-system</b>					
Livescan	Identix TPE-5900-HD	AFC452001054	LS041	1	Included
<b>Sub-system</b>					
Livescan	Identix TPE-5900-HD	AFC431001021	LS064	1	Included
<b>Sub-system</b>					
Livescan	Identix TPE-5900-HD	AFC471001024	LS065	1	Included

**NEC** NEC Corporation of America

<b>Sub-system</b>					
Livescan	Identix TPE-5900-HD	AFC471001022	LS066	1	Included
<b>Sub-system</b>					
Livescan	Identix TPE-5900-HD	AFC471001023	LS067	1	Included
<b>Sub-system</b>					
Portable Livescan	IDENTIX TP4800 PA	SN# - AD339000302R	Is049	1	Included
<b>Sub-system</b>					
Portable Livescan	IDENTIX TP4800 PA	SN# ADJ1190000264	LS050	1	Included
			Total List Price: Yr. 1		\$487,430.51
			Net Price:		\$487,430.51
			<b>TOTAL PRICE:</b>		\$487,430.51

Attachment 1

SPECIAL MAINTENANCE SERVICE CHARGES

The charge for Special Maintenance Services shall be computed as follows:

S = (WH + TH) x Current Hourly Rate + SP<sup>1</sup>. where:

S = Special Maintenance Charge

WH = Working hours spent on maintenance

TH = Round trip traveling hours between CONTRACTOR's service location and the Central Site

SP = Spare parts cost at the then current price

Current Special Maintenance Charges Hourly Rates:

	PPM <sup>2</sup>	After Hours
Hourly Rate	\$240.00	\$360.00
Minimum Charge	1 Hour	2 Hours

---

1. Costs charged for repairs undertaken and classified as Special Maintenance Services (in accordance with Section 4.5) shall not include the cost of spare parts.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis of Texas, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37205191 USA	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 1-877-945-7378		FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com		
<b>INSURED</b> NEC Corporation of America 3929 W. John Carpenter Freeway Irving, TX 75063	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Travelers Indemnity Company		25658
	INSURER B: Travelers Property Casualty Company of Ame		25674
	INSURER C: Charter Oak Fire Insurance Company		25615
	INSURER D: Indian Harbor Insurance Company		36940
	INSURER E:		
INSURER F:			

**COVERAGES**                      **CERTIFICATE NUMBER:** W8629077                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		Y	HK-GLSA-162D3729-IND-18	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000	
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		Y	HK-CAP-162D3730-IND-18	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N No	N/A	HC2J-UB-162D3650-18	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Workers Compensation and Employers Liability - Per Statute			HRO-UB-162D366-2-18	07/01/2018	07/01/2019	E.L. Each accident \$1,000,000 E.L. Disease - Ea Emp \$1,000,000 E L Disease-Pol limit \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

**CERTIFICATE HOLDER**

Purchasing Agent  
 Metropolitan Government of Nashville and Davidson County  
 Metro Courthouse  
 Nashville, TN 37201

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis of Texas, Inc.		NAMED INSURED NEC Corporation of America 3929 W. John Carpenter Freeway Irving, TX 75063	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as Additional Insureds as respects tp General Liability and Automobile Liability.

INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company NAIC#: 36940  
POLICY NUMBER: MTP 9031210 04 EFF DATE: 07/30/2018 EXP DATE: 07/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Limit	\$5,000,000
	Retention	\$200,000

INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company NAIC#: 36940  
POLICY NUMBER: MTP 9031210 04 EFF DATE: 07/30/2018 EXP DATE: 07/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Errors & Omissions Technology	Policy Ret: \$200,000	5,000,000
Privacy & Cyber Security	Policy Ret: \$200,000	5,000,000
Data Breach Response	Policy Ret: \$200,000	5,000,000

Policy Number: HK-GLSA-162D3729-IND-18

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****TECHNOLOGY XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>A. Reasonable Force Property Damage – Exception To Expected Or Intended Injury Exclusion</li> <li>B. Non-Owned Watercraft Less Than 75 Feet</li> <li>C. Aircraft Chartered With Pilot</li> <li>D. Damage To Premises Rented To You</li> <li>E. Increased Supplementary Payments</li> <li>F. Who Is An Insured – Employees And Volunteer Workers – First Aid</li> <li>G. Who Is An Insured – Employees – Supervisory Positions</li> <li>H. Who Is An Insured – Newly Acquired Or Formed Organizations</li> <li>I. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises</li> <li>J. Blanket Additional Insured – Lessors Of Leased Equipment</li> </ul> | <ul style="list-style-type: none"> <li>K. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</li> <li>L. Blanket Additional Insured – Broad Form Vendors</li> <li>M. Who Is An Insured – Unnamed Subsidiaries</li> <li>N. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures</li> <li>O. Medical Payments – Increased Limits</li> <li>P. Contractual Liability – Railroads</li> <li>Q. Knowledge And Notice Of Occurrence Or Offense</li> <li>R. Unintentional Omission</li> <li>S. Blanket Waiver Of Subrogation</li> </ul> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**PROVISIONS****A. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION**

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2., of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**a. Expected Or Intended Injury Or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

**B. NON-OWNED WATERCRAFT LESS THAN 75 FEET**

The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**(2) A watercraft you do not own that is:**

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

**C. AIRCRAFT CHARTERED WITH PILOT**

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

COMMERCIAL GENERAL LIABILITY

**I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

**D. DAMAGE TO PREMISES RENTED TO YOU**

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.

2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions c., g. and h., and Paragraphs (1), (3) and (4) of Exclusion j., do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by fire unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

6. Subject to 5. above, the **Damage To Premises Rented To You Limit** is the most we will pay under **Coverage A** for damages because of "premises damage" to any one premises.

The **Damage To Premises Rented To You Limit** will be:

- a. The amount shown for the **Damage To Premises Rented To You Limit** on the **Declarations** of this Coverage Part; or
- b. \$300,000 if no amount is shown for the **Damage To Premises Rented To You Limit** on the **Declarations** of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

(b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

**E. INCREASED SUPPLEMENTARY PAYMENTS**

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the **Bodily Injury Liability Coverage** applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

COMMERCIAL GENERAL LIABILITY

**F. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – FIRST AID**

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the DEFINITIONS Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

**G. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS**

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of

your "employees" who hold a supervisory position.

**H. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

The following replaces Paragraph 4. of SECTION II – WHO IS AN INSURED of the Commercial General Liability Coverage Form, and Paragraph 3. of SECTION II – WHO IS AN INSURED of the Global Companion Commercial General Liability Coverage Form, to the extent such coverage forms are part of your policy:

Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

**I. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES**

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

COMMERCIAL GENERAL LIABILITY

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

**J. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

**K. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

**L. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
  - (1) Any express warranty not authorized by you;
  - (2) Any change in "your products" made by such vendor;
  - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
  - (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
  - (6) "Your products" which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

COMMERCIAL GENERAL LIABILITY

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

**M. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to SECTION II – WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

**N. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES**

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

**O. MEDICAL PAYMENTS – INCREASED LIMITS**

The following replaces Paragraph 7. of SECTION III – LIMITS OF INSURANCE:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- (a) \$10,000; or

- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

**P. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:

- c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

**Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:
  - (i) A partner or member of any partnership or joint venture;
  - (ii) A manager of any limited liability company;

## COMMERCIAL GENERAL LIABILITY

(iii) A trustee of any trust; or

(iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its

abrupt commencement, this Paragraph e. does not affect that requirement.

### R. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of SECTION IV – **COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### S. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – **COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**PROVISIONS****A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

**C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

## COMMERCIAL AUTO

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
DEPARTMENT OF FINANCE – PROCUREMENT  
SOLE SOURCE JUSTIFICATION FORM



Send an email to [PRG@nashville.gov](mailto:PRG@nashville.gov) and attach completed sole source form and supporting documentation.  
Purchasing Agent approval **MUST** be received prior to entering a requisition in iProcurement to minimize the potential for delay.

**Proposed supplier MUST be Registered in iProcurement**

Date: 03/13/18 Requesting Department/Agency/Commission: Police

Requesting Official: R. Vaughn Telephone #: 615-862-7451

This request is for a multi-year contract.

Product/Service Description: maintenance

Total Purchase (Enter the value for the entire contract life) Price: \$2,665,554.13

BU Number: 31160110 Fund #: 10101 Object Account: 502920 Any Other Accounting Info: \_\_\_\_\_

Proposed Supplier: NEC

Proposed Supplier Contact: Cindy Taylor

Supplier Address: 6535 N. State Hwy 161

City: Irving

ST: TX

Zip: 75039

Supplier Telephone #: (916) 463-7070

Supplier Email: Cindy.Taylor@necam.com

**Metro Code: 4.12.060 Sole Source Procurement.**

A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)

Other Justification

*Proprietary compatibility*

If Other, Explain Request: See attachment

*Ricky Vaughn*

*3/13/18*

Requesting Department Director's or Approved Designee's Signature of Approval

Date

*To be completed by the Procurement Division*

Sole Source is Approved for a  Purchase Order  5 Year(s) Contract

Sole Source is Denied; Reason for Denial

SENIOR PROCUREMENT OFFICER:

DATE:

PURCHASING AGENT: *Michelle Hernandez*

DATE: *3/30/18*

**Other Justification:**

R4.12.060.05 Items Approved for Sole Source Procurement, b) maintenance of photocopiers, high technology equipment and systems (in addition to that already referenced), and software which is practicably available from only one source;

If Other, Explain Request: This is for ongoing maintenance / support of proprietary software used by the Police Department and it is the only vendor that can support their AFIS System software and all associated interfaces with numerous other critical Police applications.

# NEC

NEC Corporation of America  
Biometrics Solutions Division  
6535 N. State Hwy 161, 2<sup>nd</sup> Floor  
Irving, TX 35039-2402

March 9, 2018

Tonya Young  
IS Applications Analyst II, Police IT  
Metro Nashville Police Department  
Office: (615)862-7442

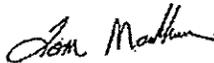
Ms. Young,

This letter is to confirm the sole source availability for the design, coding, configuration and implementation of the Metropolitan Nashville Police Department Integra-ID Automated Fingerprint Identification System located at the Metropolitan Nashville Police Department facility.

While input to the MNPD Integra AFIS and Archive solution supports open and National Standards functionality approved for use by the city, the database structures, software applications and algorithms are NEC proprietary. Furthermore, the design of the Integra AFIS and Archive databases can only be achieved through equipment and/or software provided by and maintained by NEC. No other vendor can modify proprietary data or make modification to products legally authorized to be marketed by NEC Corporation of America under penalty of patent infringement laws of the United States.

We do appreciate your confidence in NEC and our Biometrics products. Please do not hesitate to call me at 404-308-1166 if you have any further questions.

Sincerely,



Tom Markham  
Engineering Support Manager  
Identification Solutions

# NEC NEC Corporation of America

## EXHIBIT I

### Install Base and Pricing

Bill To (Customer)
Metropolitan Nashville Police Department 200 James Robertson Parkway Criminal Justice Center – 1056 Nashville, Tn. 37201
Attention: Tonya Young Telephone: 615-862-7442

Product Location (Customer)
Same

Summary	Monthly Price	Annual Price
4 <sup>th</sup> Year Annual Maintenance (7/1/18 – 6/30/19)	\$40,619.21	\$487,430.51
5 <sup>th</sup> Year Annual Maintenance (7/1/19 – 6/30/20)	\$41,837.79	\$502,053.42
6 <sup>th</sup> Year Annual Maintenance (7/1/20 – 6/30/21)	\$43,092.92	\$517,115.02
7 <sup>th</sup> Year Annual Maintenance (7/1/21 – 6/30/22)	\$44,385.71	\$532,628.47
8 <sup>th</sup> Year Annual Maintenance (7/1/22 – 6/30/23)	\$45,717.28	\$548,607.33
Prorate to sync to contract end date (7/1/23 – 8/21/23)	\$45,717.28	\$77,719.38

Core ABIS Equipment					
Item	Part Number	Configuration	Description	Quantity	Price
					\$487,430.51
Rack 1	4220	CRRL9Q1		1	Included
Fan	120 V	NA		1	Included
KVM	2161AD	J4RFMW1		1	Included
KMM	FPM185	NA	Keyboard, Monitor, Mouse Tray	1	Included
PDU		NA	16A, 120-240V	2	Included
Switch	PC5524	DR17WW1		1	Included
Switch	PC5524	6D3TTS1		1	Included
Switch	PC2808	NA		1	Included
Brocade Sw	FC300	CD9Y7P1		1	Included
Brocade Sw	FC300	3F9Y7P1		1	Included
Power Supply	RPS720	CN-041W91-28298-32N-0067		1	Included
Unified Database Server					
Server	R720	6G2P0Y1	UDB01	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Memory, 4GB, dual rank RDIMM	6	Included
			HDD, 600GB, 15K, SAS	6	Included
			Qlogic 2562, DPT 8GB Optical HBA	2	

**NEC** NEC Corporation of America

Software			Red Hat Enterprise Linux Server	1	Included
			Oracle 11g Standard Edition	1	Included
			NetVault Backup Server	1	Included
			NetVault Oracle APM Plugin	1	Included
Unified Database Server					
Server	R720	5G2P0Y1	UDB02	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Memory, 4GB, dual rank RDIMM	6	Included
			HDD, 600GB, 15K, SAS	6	Included
			Qlogic 2562, DPt 8GB Optical HBA	2	
Software			Red Hat Enterprise Linux Server	1	Included
			Oracle 11g Standard Edition	1	Included
			NetVault Backup Server	1	Included
			NetVault Oracle APM Plugin	1	Included
DXF Server					
Server	R720	FG7G0Y1	DXF01	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Memory, 2GB, dual rank RDIMM	6	Included
			HDD, 600GB, 15K, SAS	6	Included
Software			Microsoft Windows Server 2008R2 SP1	1	Included
			Microsoft SQL Server 2008 STD	1	Included
			ArGoSoft Mail Server .NET	1	Included
			NEC DXF AIM Service	1	Included
			NEC DXF CCH Service Provider	1	Included
			NEC DXF Data Access Service	1	Included
			NEC DXF External Communicator Service	1	Included
			NEC DXF FBI Interface	1	Included
			NEC DXF Global Admin Service	1	Included
			NEC DXF Job Queue Service	1	Included
			NEC DXF JQ Service for Remotes	1	Included
			NEC DXF Livescan Service Provider	1	Included

**NEC** NEC Corporation of America

			NEC DXF System Service	1	Included
			NEC DXF UDB Service	1	Included
			NEC DXF User Session Service	1	Included
			NEC DXF User Session Service	1	Included
			NEC DXF Validation Service	1	Included
			NEC DXF Workflow Manager 1	1	Included
			NEC DXF Workflow Manager 2	1	Included
			NEC DXF Workflow Manager 3	1	Included
			NEC DXF WorkStation Interface	1	Included
			NEC Global Admin Service	1	Included
			NEC Interop SMTP Interface	1	Included
			NEC Services Monitor	1	Included
DXF Server					
Server	R720	2G2P0Y1	DXF02	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Memory, 2GB, dual rank RDIMM	6	Included
			HDD, 600GB, 15K, SAS	6	Included
Software			Microsoft Windows Server 2008R2 SP1	1	Included
			ArGoSoft Mail Server .NET	1	Included
			NEC DXF AIM Service	1	Included
			NEC DXF CCH Service Provider	1	Included
			NEC DXF Data Access Service	1	Included
			NEC DXF External Communicator Service	1	Included
			NEC DXF FBI Interface	1	Included
			NEC DXF Global Admin Service	1	Included
			NEC DXF Job Queue Service	1	Included
			NEC DXF JQ Service for Remotes	1	Included
			NEC DXF Livescan Service Provider	1	Included
			NEC DXF System Service	1	Included
			NEC DXF UDB Service	1	Included
			NEC DXF User Session Service	1	Included
			NEC DXF User Session Service	1	Included

**NEC** NEC Corporation of America

			NEC DXF Validation Service	1	Included
			NEC DXF Workflow Manager_1	1	Included
			NEC DXF Workflow Manager_2	1	Included
			NEC DXF Workflow Manager_3	1	Included
			NEC DXF WorkStation Interface	1	Included
			NEC Global Admin Service	1	Included
			NEC Interop SMTP Interface	1	Included
			NEC Services Monitor	1	Included
<b>Tape Library</b>					
Tape Library	TL2000	GH2TXS1	TL2000 LTO5 2FC Drives	1	Included
<b>NEC Storage</b>					
Storage	DEU16U	NF5321-SE70E	HDD, 2 TB, FC	10	Included
Storage	DAS042U	NF5321-SB00E	HDD, 600 GB, FC	9	Included
<b>Rack</b>					
Rack 2	4220			1	Included
Fan	120 V			1	Included
PDU	208V		24A	3	Included
PDU	120V		16A	2	Included
Switch	PC5448	5Q8VTS1		1	Included
<b>Data/Match Manager Server</b>					
Server	R720	8G2P0Y1	MMDM01	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Memory, 8GB, dual rank RDIMM	4	Included
			HDD, 600GB, 15K, SAS	6	Included
Software			Red Hat Enterprise Linux Server	1	Included
			Match Manager	1	Included
			Data Manager	1	Included
<b>Data/Match Manager Server</b>					
Server	R720	7G2P0Y1	MMDM02	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Processor, E5-2665 2.4Ghz 8C	1	Included
			Memory, 8GB, dual rank RDIMM	4	Included
			HDD, 600GB, 15K, SAS	6	Included
Software			Red Hat Enterprise Linux Server	1	Included
			Match Manager	1	Included
			Data Manager	1	Included
<b>Enclosure</b>					

**NEC** NEC Corporation of America

Blade Enclosure	M1000E	1HF81Y1		1	Included
Blade Server					
Blade	M620	5HF81Y1	MU01	1	Included
			Processor, X5670, Xeon	1	Included
			Processor, X5670, Xeon	1	Included
			Memory, 8GB, dual rank RDIMM	12	Included
			HDD, 300GB, 15K, SAS	2	Included
Software			Red Hat Enterprise Linux Server	1	Included
			Match Unit	1	Included
Blade Server					
Blade	M620	7HF81Y1	MU02	1	Included
			Processor, X5670, Xeon	1	Included
			Processor, X5670, Xeon	1	Included
			Memory, 8GB, dual rank RDIMM	12	Included
			HDD, 300GB, 15K, SAS	2	Included
Software			Red Hat Enterprise Linux Server	1	Included
			Match Unit	1	Included
Blade Server					
Blade	M620	6HF81Y1	MU03	1	Included
			Processor, X5670, Xeon	1	Included
			Processor, X5670, Xeon	1	Included
			Memory, 8GB, dual rank RDIMM	12	Included
			HDD, 300GB, 15K, SAS	2	Included
Software			Red Hat Enterprise Linux Server	1	Included
			Match Unit	1	Included
Blade Server					
Blade	M620	2HF81Y1	MU04	1	Included
			Processor, X5670, Xeon	1	Included

**NEC** NEC Corporation of America

			Processor, X5670, Xeon	1	Included
			Memory, 8GB, dual rank RDIMM	12	Included
			HDD, 300GB, 15K, SAS	2	Included
Software			Red Hat Enterprise Linux Server	1	Included
			Match Unit	1	Included
Blade Server					
Blade	M620	4HF81Y1	MU05	1	Included
			Processor, X5670, Xeon	1	Included
			Processor, X5670, Xeon	1	Included
			Memory, 8GB, dual rank RDIMM	12	Included
			HDD, 300GB, 15K, SAS	2	Included
Software			Red Hat Enterprise Linux Server	1	Included
			Match Unit	1	Included
Blade Server					
Blade	M620	3HF81Y1	MU06	1	Included
			Processor, X5670, Xeon	1	Included
			Processor, X5670, Xeon	1	Included
			Memory, 8GB, dual rank RDIMM	12	Included
			HDD, 300GB, 15K, SAS	2	Included
Software			Red Hat Enterprise Linux Server	1	Included
			Match Unit	1	Included
Image Processor					
Blade Server	M620	9HF81Y1	IPC01	1	Included
			Processor, X5670, Xeon	1	Included
			Processor, X5670, Xeon	1	Included
			Memory, 2GB, dual rank RDIMM	6	Included
			HDD, 300GB, 15K, SAS	2	Included
Software					
			Win Server 2008R2, Std	1	Included
			NEC Extractoin Gateway Server	1	Included
			NEC IPC Interface	1	Included
			Aware - WSQ	1	Included
Image Processor					
Blade Server	M620	8HF81Y1	IPC02	1	Included
			Processor, X5670, Xeon	1	Included
			Processor, X5670, Xeon	1	Included
			Memory, 2GB, dual rank RDIMM	6	Included
			HDD, 300GB, 15K, SAS	2	Included
Software					
			Win Server 2008R2, Std	1	Included
			NEC Extractoin Gateway Server	1	Included
			NEC IPC Interface	1	Included

**NEC** NEC Corporation of America

			Aware - WSQ	1	Included
Sub-system					
Workstation	OptiPlex 9010 Minitower	B3V2CX1	MNPD_IFW01	1	Included
			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, IVB, I5-3470, 3.2, 4C, N0, L	1	Included
	VT8FP		Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included
	CJF72		Video Card: Card, Graphics, 1G, OHGA3, Full Height, W8	1	Included
	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor	C592M		Display: Flat Panel Display 24W, U2410, Black, Dell Americas Organization	2	
Scanner	Fujitsu 6240fi			1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			iFW-T/L Finger & Palm	1	Included
			NEC Extraction Gateway	1	Included
			Accuscan	1	Included
			WSQ 1000	1	Included
			Card Viewer	1	Included
Sub-system					
Workstation	OptiPlex 9010 Minitower	B3T2CX1	MNPD_IFW02	1	Included
			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, IVB, I5-3470, 3.2, 4C, N0, L	1	Included
	VT8FP		Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included
	CJF72		Video Card: Card, Graphics, 1G, OHGA3, Full Height, W8	1	Included
	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor	C592M		Display: Flat Panel Display 24W, U2410, Black, Dell Americas Organization	2	
Scanner	Fujitsu 6240fi			1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			iFW-T/L Finger & Palm	1	Included
			NEC Extraction Gateway	1	Included

**NEC** NEC Corporation of America

			Accuscan	1	Included
			WSQ 1000	1	Included
			Card Viewer	1	Included
<b>Sub-system</b>					
Workstation	OptiPlex 9010 Minitower	B3V1CX1	MNPD IFW03	1	Included
			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, IVB, I5-3470, 3.2, 4C, N0, L	1	Included
	VT8FP		Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included
	CJF72		Video Card: Card, Graphics, 1G, OHGA3, Full Height, W8	1	Included
	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor	C592M		Display: Flat Panel Display 24W, U2410, Black, Dell Americas Organization	2	
Scanner	Fujitsu 6240fi			1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			IFW-T/L Finger & Palm	1	Included
			NEC Extraction Gateway	1	Included
			Accuscan	1	Included
			WSQ 1000	1	Included
			Card Viewer	1	Included
<b>Sub-system</b>					
Workstation	OptiPlex 9010 Minitower		MNPD IFW04	1	Included
			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, IVB, I5-3470, 3.2, 4C, N0, L	1	Included
	VT8FP		Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included
	CJF72		Video Card: Card, Graphics, 1G, OHGA3, Full Height, W8	1	Included
	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor	C592M		Display: Flat Panel Display 24W, U2410, Black, Dell Americas Organization	2	
Epson Scanner	V700		EPSON PERFECTION V700	1	Included

## NEC NEC Corporation of America

Framegrabber	DFG/SV1		Video Camera Card	1	Included
Camera	XC-ST51		Latent Camera	1	Included
Illuminator	MI-150DG		Illuminator	1	Included
Power Supply	DC700			1	Included
Camera Stand				1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			iFW-L Finger & Palm	1	Included
			NEC Extraction Gateway	1	Included
			Accuscan	1	Included
			WSQ 1000	1	Included
			Card Viewer	1	Included
Sub-system					
Workstation	OptiPlex 9010 Minitower		MNPD_IFW05	1	Included
			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, IVB, I5-3470, 3.2, 4C, N0, L	1	Included
	VT8FP		Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included
	CJF72		Video Card: Card, Graphics, 1G, OHGA3, Full Height, W8	1	Included
	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor	C592M		Display: Flat Panel Display 24W, U2410, Black, Dell Americas Organization	2	
Epson Scanner	V700		EPSON PERFECTION V700	1	Included
Framegrabber	DFG/SV1		Video Camera Card	1	Included
Camera	XC-ST51		Latent Camera	1	Included
Illuminator	MI-150DG		Illuminator	1	Included
Power Supply	DC700			1	Included
Camera Stand				1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			iFW-L Finger & Palm	1	Included
			NEC Extraction Gateway	1	Included
			Accuscan	1	Included
			WSQ 1000	1	Included
			Card Viewer	1	Included
Sub-system					
Workstation	OptiPlex 9010 Minitower		MNPD_IFW06	1	Included
			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, IVB, I5-3470, 3.2, 4C, N0, L	1	Included

**NEC** NEC Corporation of America

			Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included
	VT8FP				
	CJF72		Video Card: Card, Graphics, 1G, OHGA3, Full Height, W8	1	Included
	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor			Display: Flat Panel Display 24W, U2410, Black, Dell Americas Organization	2	
	C592M				
Epson Scanner			EPSON PERFECTION V700	1	Included
	V700				
Framegrabber	DFG/SV1		Video Camera Card	1	Included
Camera	XC-ST51		Latent Camera	1	Included
Illuminator	MI-150DG		Illuminator	1	Included
Power Supply	DC700			1	Included
Camera Stand				1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			iFW-L Finger & Palm	1	Included
			NEC Extraction Gateway	1	Included
			Accuscan	1	Included
			WSQ 1000	1	Included
			Card Viewer	1	Included
<b>Sub-system</b>					
Workstation	OptiPlex 9010 Minitower	B3TOCX1	MNPD_IFW07	1	Included
			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, IVB, I5-3470, 3.2, 4C, N0, L	1	Included
	VT8FP		Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included
	CJF72		Video Card: Card, Graphics, 1G, OHGA3, Full Height, W8	1	Included
	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor			Display: Flat Panel Display 24W, U2410, Black, Dell Americas Organization	2	
	C592M				
Epson Scanner			EPSON PERFECTION V700	1	Included
	V700				
Framegrabber	DFG/SV1		Video Camera Card	1	Included
Camera	XC-ST51		Latent Camera	1	Included
Illuminator	MI-150DG		Illuminator	1	Included
Power Supply	DC700			1	Included
Camera Stand				1	Included

**NEC** NEC Corporation of America

Software			Windows 7 Pro, 64 Bit	1	Included
			iFW-L Finger & Palm	1	Included
			NEC Extraction Gateway	1	Included
			Accuscan	1	Included
			WSQ 1000	1	Included
			Card Viewer	1	Included
<b>Sub-system</b>					
Workstation	OptiPlex 9010 Minitower		MNPD iFW08	1	Included
			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, IVB, I5-3470, 3.2, 4C, N0, L	1	Included
	VT8FP		Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included
	CJF72		Video Card: Card, Graphics, 1G, OHGA3, Full Height, W8	1	Included
	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor	C592M		Display: Flat Panel Display 24W, U2410, Black, Dell Americas Organization	2	
Epson Scanner	V700		EPSON PERFECTION V700	1	Included
Framegrabber	DFG/SV1		Video Camera Card	1	Included
Camera	XC-ST51		Latent Camera	1	Included
Illuminator	MI-150DG		Illuminator	1	Included
Power Supply	DC700			1	Included
Camera Stand				1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			iFW-L Finger & Palm	1	Included
			NEC Extraction Gateway	1	Included
			Accuscan	1	Included
			WSQ 1000	1	Included
			Card Viewer	1	Included
<b>Sub-system</b>					
Workstation	OptiPlex 9010 Minitower		MNPD iFW09	1	Included
			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, IVB, I5-3470, 3.2, 4C, N0, L	1	Included
	VT8FP		Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included

**NEC** NEC Corporation of America

	CJF72		Video Card: Card, Graphics, 1G, OHGA3, Full Height, W8	1	Included
	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor	C592M		Display: Flat Panel Display 24W, U2410, Black, Dell Americas Organization	2	
Epson Scanner	V700		EPSON PERFECTION V700	1	Included
Framegrabber	DFG/SV1		Video Camera Card	1	Included
Camera	XC-ST51		Latent Camera	1	Included
Illuminator	MI-150DG		Illuminator	1	Included
Power Supply	DC700			1	Included
Camera Stand				1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			iFW-L Finger & Palm	1	Included
			NEC Extraction Gateway	1	Included
			WSQ 1000	1	Included
			Card Viewer	1	Included
<b>Sub-system</b>					
Workstation	OptiPlex 9010 Minitower		MNPD iFW10	1	Included
			OptiPlex 9010 Minitower	1	Included
	84GY2		Processor: Processor, iVB, i5-3470, 3.2, 4C, N0, L	1	Included
	VT8FP		Memory: Dual In-Line Memory Module, 4G, 1600, 256X64, 8, 240, 2RX8	2	Included
	CJF72		Video Card: Card, Graphics, 1G, OHGA3, Full Height, W8	1	Included
	9CF26		Hard Drive: 500G, S3, 7.2K, 512E, SGT-PHAR	2	
Dell Monitor	C592M		Display: Flat Panel Display 24W, U2410, Black, Dell Americas Organization	2	
Epson Scanner	V700		EPSON PERFECTION V700	1	Included
Framegrabber	DFG/SV1		Video Camera Card	1	Included
Camera	XC-ST51		Latent Camera	1	Included
Illuminator	MI-150DG		Illuminator	1	Included
Power Supply	DC700			1	Included
Camera Stand				1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			iFW-L Finger & Palm	1	Included
			NEC Extraction Gateway	1	Included
			WSQ 1000	1	Included
			Card Viewer	1	Included

**NEC** NEC Corporation of America

Sub-system					
Workstation	PC9010 SFF	3223CX1	MNPDFAST01	1	Included
			Processor, I5	1	Included
			Memory,2GB, DDR	2	Included
			HDD, 500GB, SATA	2	Included
Dell Monitor	P2012H			1	Included
Scanner	Guardian	1151778		1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			DXF FID 1:1 – FastID 1:1 Search	1	Included
			DXF FID 1:N – FastID 1:N Search	1	Included
Sub-system					
Workstation	PC9010 SFF	3233CX1	MNPDFAST02	1	Included
			Processor, I5	1	Included
			Memory,2GB, DDR	2	Included
			HDD, 500GB, SATA	2	Included
Dell Monitor	P2012H			1	Included
Scanner	Guardian	1151778		1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			DXF FID 1:1 – FastID 1:1 Search	1	Included
			DXF FID 1:N – FastID 1:N Search	1	Included
Sub-system					
Workstation	PC9010 SFF	3222CX1	MNPDFAST03	1	Included
			Processor, I5	1	Included
			Memory,2GB, DDR	2	Included
			HDD, 500GB, SATA	2	Included
Dell Monitor	P2012H			1	Included
Scanner	Guardian	1151818		1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			DXF FID 1:1 – FastID 1:1 Search	1	Included
			DXF FID 1:N – FastID 1:N Search	1	Included
Sub-system					
Workstation	PC9010 SFF	3232CX1	MNPDFAST04	1	Included
			Processor, I5	1	Included
			Memory,2GB, DDR	2	Included
			HDD, 500GB, SATA	2	Included
Dell Monitor	P2012H			1	Included
Scanner	Guardian	1151791		1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			DXF FID 1:1 – FastID 1:1 Search	1	Included
			DXF FID 1:N – FastID 1:N Search	1	Included
Sub-system					
Workstation	PC9010 SFF	3231CX1	MNPDFAST05	1	Included
			Processor, I5	1	Included
			Memory,2GB, DDR	2	Included
			HDD, 500GB, SATA	2	Included
Dell Monitor	P2012H			1	Included

**NEC** NEC Corporation of America

Scanner	Guardian	1151777		1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			DXF FID 1:1 – FastID 1:1 Search	1	Included
			DXF FID 1:N – FastID 1:N Search	1	Included
Sub-system					
Workstation	PC9010 SFF	3432CX1	MNPFAST06	1	Included
			Processor, I5	1	Included
			Memory, 2GB, DDR	2	Included
			HDD, 500GB, SATA	2	Included
Dell Monitor	P2012H			1	Included
Scanner	Guardian	1151814		1	Included
Software			Windows 7 Pro, 64 Bit	1	Included
			DXF FID 1:1 – FastID 1:1 Search	1	Included
			DXF FID 1:N – FastID 1:N Search	1	Included
Sub-System					
Field-ID Server	PowerEdge R710	DNBKV1	FIDSVR	1	Included
			Hard Drive, 300G, Serial Attached SCSI, DU, 15K, 3.5 Seagate, Hurricane	4	Included
			Processor, X5570, 2.93/6.4, 8MB Intel Dual Socket Nehalem, D0	1	Included
			Dual In-line Memory Module, 2G 1333, 2RX8X72, 8, 240, Regulatory	6	Included
			Power Supply, 870W, Redundant, Delta Products	2	Included
			Assembly, Dvd+/-Rw, Serial Ata, 12.7, Toshiba Samsung Storage Technology, E	1	Included
			Battery, Primary, 7WHR, 1C Lithium Ion, PERCI	1	Included
			Power Supply, 870W, Redundant, Delta Products	2	Included
Sub-system					
Livescan	Identix TPE-5900-HD	AFC452001060	Is042	1	Included
Sub-system					
Livescan	Identix TPE-5900-HD	AFC452001061	Is043	1	Included
Sub-system					
Livescan	Identix TPE-5900-HD	AFC452001054	LS041	1	Included
Sub-system					
Livescan	Identix TPE-5900-HD	AFC431001021	LS064	1	Included
Sub-system					
Livescan	Identix TPE-5900-HD	AFC471001024	LS065	1	Included

**NEC** NEC Corporation of America

Sub-system:					
Livescan	Identix TPE-5900-HD	AFC471001022	LS066	1	Included
Sub-system:					
Livescan	Identix TPE-5900-HD	AFC471001023	LS067	1	Included
Sub-system:					
Portable Livescan	IDENTIX TP4800 PA	SN# - AD339000302R	Is049	1	Included
Sub-system:					
Portable Livescan	IDENTIX TP4800 PA	SN# ADJ1190000264	LS050	1	Included
			Total List Price		\$487,430.51
			Net Price		\$487,430.51
			TOTAL PRICE		\$487,430.51

EXHIBIT II

SPECIAL MAINTENANCE SERVICE CHARGES

The charge for Special Maintenance Services shall be computed as follows:

S = (WH + TH) x Current Hourly Rate + SP<sup>1</sup>, where:

S = Special Maintenance Charge

WH = Working hours spent on maintenance

TH = Round trip traveling hours between CONTRACTOR's service location and the Central Site

SP = Spare parts cost at the then current price

Current Special Maintenance Charges Hourly Rates:

	PPM <sup>2</sup>	After Hours
Hourly Rate	\$240.00	\$360.00
Minimum Charge	1 Hour	2 Hours

---

1. Costs charged for repairs undertaken and classified as Special Maintenance Services (in accordance with Section 4.5) shall not include the cost of spare parts.