

# LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 02/17/26

Resolution  Ordinance

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

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

Title (Caption): An ordinance approving Amendment Number 1 to the contract between the Metropolitan Government of Nashville

and Davidson County and iTEDIUM, Inc., for COBRA administration and compliance services as well as direct and retiree billing of benefits.

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

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

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

**Legislative Category (check one):**

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

<b>FINANCE</b> Amount +/-: \$ _____ <b>Funding Source:</b> Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources	<b>Match: \$</b> _____ Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: _____
Approved by OMB: <u>Bethany Nunley</u> Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: _____	Date to Finance Director's Office: <u>2/4/2026   11:19 AM CST</u> <b>APPROVED BY</b> <b>FINANCE DIRECTOR'S OFFICE:</b> <u>Jennine Reed/mjw</u>

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

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

ORDINANCE NO. \_\_\_\_\_

An ordinance approving Amendment Number 1 to the contract between the Metropolitan Government of Nashville and Davidson County and iTEDIUM, Inc., for COBRA administration and compliance services as well as direct and retiree billing of benefits.

WHEREAS, through the competitive bidding process, the Metropolitan Government of Nashville and Davidson County (“Metropolitan Government”) entered into a contract with iTEDIUM, Inc. (“iTEDIUM”), for the provision of COBRA administration and compliance services as well as direct and retiree billing of benefits (“COBRA services contract”); and,

WHEREAS, the term of the Metropolitan Government’s COBRA services contract with iTEDIUM (Contract No. 6492814) commenced on August 23, 2021 and will expire on August 23, 2026; and,

WHEREAS, due to the recent conversion to the new Oracle Cloud system, the Procurement Division paused all requisitions until January 2026 and requested that the timeline for upcoming competitive bidding solicitations be extended for six months; and,

WHEREAS, extending the term of the COBRA services contract for six months through February 22, 2027 is necessary to allow time for these services to be competitively solicited; and,

WHEREAS, extension of the COBRA services contract will cause the contract term to exceed 60 months; and,

WHEREAS, Section 4.12.160 of the Metropolitan Code limits the term of contracts for services to sixty months, unless otherwise authorized by the Metropolitan Council; and,

WHEREAS, it is in the best interest of the Metropolitan Government to extend the COBRA services contract to provide the necessary time to competitively solicit and award the contract to the vendor that best fits the needs of the Metropolitan Government.

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

Section 1: That Amendment Number 1 to the contract between the Metropolitan Government of Nashville and Davidson County and iTEDIUM, Inc., for the provision of COBRA administration and compliance services as well as direct and retiree billing of benefits (Contract No. 6492814), attached hereto and incorporated herein, is hereby approved.

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

RECOMMENDED BY:

*Dennis Rowland*  
\_\_\_\_\_  
Dennis Rowland  
Purchasing Agent

*Shannon Hall*  
\_\_\_\_\_  
Shannon Hall  
Director of Human Resources

APPROVED AS TO AVAILABILITY  
OF FUNDS:

*Jenneen Reed*  
\_\_\_\_\_  
Jenneen Reed, Director  
Department of Finance

APPROVED AS TO FORM AND  
LEGALITY:

*Niki Eke*  
\_\_\_\_\_  
Assistant Metropolitan Attorney

INTRODUCED BY:

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

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

# Contract Amendment Abstract

## Contract Amendment Information

Contract Title: **Cobra Administrative Services for Metro Nashville and MNPS**

Amendment Summary: **Amend clause 3.1 Contract Term to extend contract to 66 months. Amend clause 4.1 Contract Value to add \$20,000.00 for a revised contract total of \$220,000.00. Amend clause 7.1 Proof of Insurance to remove the requirement to identify the project name, RFQ or Contract number on the ACORD document. Insert Boycott of Israel clause as 8.28.**

Contract Number: **6492814** Amendment Number: **1** Request Number: **A2026059**

Type of Contract: **IDIQ Contract** **Requires Council Legislation: Yes**

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

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

Contract Start Date: **08/23/2021** Contract Expiration Date: **02/22/2027** Contract Term: **66 Months**

Previous Estimated Contract Life Value: **\$200,000.00**

Amendment Value: **\$20,000.00** Fund: **52177\***

New Estimated Contract Life Value: **\$220,000.00** BU: **12501000\***

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

Payment Terms: **Net 30** Selection Method: **RFP**

Procurement Staff: **Jan Harvey** BAO Staff: **Jeremy Frye**

Procuring Department: **Human Resources** Department(s) Served: **Metro Wide**

## Prime Contractor Information

Prime Contracting Firm: **iTEDIUM, Inc.** ISN#: **12063** Phone #: **800-442-6272**

Address: **5700 Broadmore, STE 202** City: **Mission** State: **KS** Zip: **66202**

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

Prime Company Contact: **Robert Meyers** Email Address: **Robert.Meyers@itedium.com**

Prime Contractor Signatory: **Debra Mootz** Email Address: **Debra.Mootz@itedium.com**

## Business Participation for Entire Contract

*Small Business and Service Disabled Veteran Business Program:* **No SBE/SDV participation**

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

*Equal Business Opportunity Program:* **No M/WBE Participation**

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

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

*Federal Disadvantaged Business Enterprise:* **No**

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

Note: Amounts and/or percentages are not exclusive.

B2GNOW (Contract Compliance Monitoring): **No**





**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 6492814  
BETWEEN  
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
AND iTEDIUM, Inc.**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and iTEDIUM, Inc. located in MISSION, KS.

WITNESSETH

**WHEREAS**, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated AUGUST 23, 2021, Metro Contract numbered 6492814, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amend clause 3.1 Contract Term to extend contract to 66 months. Amended clause shall read as follows:

"The Contract Term will begin on August 23, 2021 and continue through February 22, 2027."

2. Amend clause 4.1 Contract Value to add \$20,000.00 for a revised contract total of \$220,000.00. Amended clause shall read as follows:

"This Contract has an estimated value of \$220,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced."

3. Amend clause 7.1 Proof of Insurance to remove the requirement to identify the project name, RFQ or Contract number on the ACORD document. The amended clause shall read as follows:

"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 on the ACORD document."

4. Insert Boycott of Israel clause as 8.28. Inserted clause shall read as follows:



**“Boycott of Israel**

The Contractor certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by **Tenn. Code Ann. § 12-4-119**. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.”

This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number 6492814

Amendment Number 1

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

**APPROVED AS TO PROJECT SCOPE:**

Shannon Hall JW  
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

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

Dennis Rowland DR  
Purchasing Agent Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Jenneen Reed/MLL BN  
Director of Finance BA

**APPROVED AS TO FORM AND LEGALITY:**

Nicki Eke B  
Metropolitan Attorney Insurance

\_\_\_\_\_  
Metropolitan Mayor COO

**ATTESTED:**

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

**CONTRACTOR**

ITEDIUM, Inc.  
Company Name

Debra Mootz  
Signature of Company's Contracting Officer

Debra Mootz  
Officer's Name

COO  
Officer's Title









**NOTEPAD**

INSURED'S NAME iTedium, Inc. fka CobraGuard Inc

ITEDI-1  
OP ID: RL

PAGE 2  
Date 01/28/2026

F Crime Federal Insurance Co. J0631014A 9/1/25-9/1/26 \$1MM



# Contract Amendment Request Form

Request an Amendment to a Metro Contract

An amendment is appropriate when the duration, value, scope, terms, or other aspects of an existing Metro contract need to be modified.

Questions? Email [PRG@nashville.gov](mailto:PRG@nashville.gov).

## Departmental Information

**What is your name?** Justin Stack

**What is your department?** Human Resources

**What is your email address?** justin.stack@nashville.gov

**What is your phone number?** (615) 862-6422

**What is the number of the contract being amended?** 6492814

**What is the title of the contract being amended?** Cobra Administrative Services for Metro Nashville and MNPS

**What is this amendment number?** 1

## Supplier Information

**Who is the supplier?** iTedium, Inc.

**What is the supplier's address?** 5700 Broadmore, STE 202  
Mission, KS, 66202

**Is the supplier registered in iSupplier?** Yes

**If yes, what is the supplier's ISN?** 12063

**Who is contract signatory for the supplier?** Robert Meyers

**What is the supplier contract signatory's email address?** Robert.Meyers@itedium.com

**What is the supplier contract signatory's phone number?**

(800) 442-6272

## Amendment Information

Select all that apply & upload supplemental information as appropriate.

**Will this amendment change the duration of the existing contract?**

Yes.

**If yes, what will be the new end date for this contract?**

Monday, February 22, 2027

**Will this amendment change the value of the existing contract?**

Yes.

**If yes, what is the value of the original contract?**

200,000

**If yes, what is the total value of any previously executed amendments?**

0

**If yes, what is the value of this unexecuted amendment?**

20,000

**If yes, what is the percentage increase represented by this unexecuted amendment?**

10%

**If yes, what will be the new value of the existing contract?**

220,000

**Will this amendment change the scope of work of the existing contract?**

No.

**Will this amendment change the terms & conditions of the existing contract?**

No.

**Explain any additional changes resulting from this amendment not described above.**

The current contract is set to expire on 8/22/26. Due to all requisitions paused until January 2026, Procurement has requested any upcoming RFPs to be extended 6 months and HR to submit an amendment request for approval. Requesting to extend the current contract 6 months with a new expiration date of 02/22/2027.

## Financial & Accounting Information

Requests that do not include full or accurate accounting information will be returned.

Prior to submitting an amendment request, please confirm both appropriate accounting information and budget availability with your finance manager and/or OMB budget analyst.

**What is the fund number for this purchase?** 52177

**What is the business unit (BU) number for this purchase?** 12501000

**What is the object account number for this purchase?** N/A

**I have confirmed with both my department finance manager and/or OMB budget analyst the accuracy of the financial information provided and sufficient fund availability for this request.**

**I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this amendment request.**

### Amendment Request Review

<b>,Reviewed By:</b>	Gary C. Clay	<b>Department:</b>	HR
<b>Contract #:</b>	6492814	<b>Unique ID No.</b>	
<b>Contractor Name:</b>	iTEDIUM, Inc.	<b>Contract Description:</b>	Cobra Administrative Services for Metro Nashville and MNPS
<b>Amendment No:</b>	1	<b>Amendment Amount:</b>	20,000
<b>Recommendation:</b>	<b>Approve</b>		

**Review:**

This amendment increases the estimated value by \$20,000.00 for a revised estimated contract value of \$220,000.00

Amend Paragraph 4.1. Contract value to \$220,000.

- Amendment will extend the **contract term by 6 months to 2/22/2027**.
- Amendment extends the contract term and **will require council approval**.
- Amendment has no impact on the scope of the contract.
- Amendment has no impact on the terms & conditions of the existing contract.
- Delete the last sentence in **paragraph 3.1**. which essentially says in no event shall the contract extend beyond (60) months.
- Amend **paragraph 7.1 Proof of Insurance** to remove the requirement to identify the project name, RFQ or Contract number on the ACORD document.
- Insert **Boycott of Israel clause as paragraph 8.28** and renumber each subsequent clause.

Based on the above, amendment is **recommended**.



### Amendment Request Signature Form

<b>Amendment Number</b>	A2026059
<b>Date Received</b>	October 30, 2025

To Whom It May Concern,

I have read the attached Amendment Request Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

**Dennis Rowland**  
**Purchasing Agent & Chief Procurement Officer**

10/30/2025 | 3:42 PM CDT

Date Signed



## Contract Information

Contract & Solicitation Title: Cobra Administrative Services for Metro Nashville and MNPS MLL  
 Contract Summary: Contractor will provide COBRA administrative and compliance services as well as Direct/retiree billing of benefits.  
 Contract Number: 6492814 Solicitation Number: 99231 Requisition Number: 4025800  
 Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): 386143  
 Type of Contract/PO: IDIQ Contract **Requires Council Legislation:** No  
**High Risk Contract** (Per Finance Department Contract Risk Management Policy): No  
**Sexual Harassment Training Required** (per BL2018-1281): Yes  
 Estimated Start Date: 5/15/2021 Estimated Expiration Date: 5/14/2026 Contract Term: 60 Months  
 Estimated Contract Life Value: \$200,000 Fund: 52177 BU: 12501000  
 Payment Terms: Net 30 Selection Method: RFP  
 Procurement Staff: Scott Ferguson BAO Staff: Jeremy Frye  
 Procuring Department: Human Resources Department(s) Served: Metro

## Prime Contractor Information

Prime Contracting Firm: iTEDIUM, Inc. ISN#: 12063  
 Address: 5700 Broadmore, STE 202 City: Mission State: KS Zip: 66202  
 Prime Contractor is a Uncertified/Unapproved: SBE  SDV  MBE  WBE  (select/check if applicable)  
 Prime Company Contact: Cathryn Scivicque Email Address: cathryn.scivicque@itedium.com Phone #: 800-442-6272  
 Prime Contractor Signatory: Robert Meyers Email Address: Robert.Meyers@itedium.com

## Disadvantaged Business Participation for Entire Contract

*Small Business and Service Disabled Veteran Business Program:*

No SBE/SDV participation Amount: 0 Percent, if applicable: 0

*Equal Business Opportunity (EBO) Program:*

No M/WBE Participation Amount: 0 Percent, if applicable: 0

*Federal Disadvantaged Business Enterprise:*

No Amount: N/A Percent, if applicable: N/A

\* Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No

## Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
<u>iTEDIUM, Inc.</u>	<input type="checkbox"/>	<u>92</u>	<u>\$100,920.00</u>	<u>Awarded</u>
<u>Cushion Employer Services</u>	<input checked="" type="checkbox"/>	<u>69.51</u>	<u>\$201,738.58</u>	<u>Evaluated but not selected</u>
<u>TASC</u>	<input type="checkbox"/>	<u>N/A</u>	<u>N/A</u>	<u>Non-responsive to solicitation</u>

## 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 **iTEDIUM, Inc. (CONTRACTOR)** located at **5700 Broadmore, Suite 202, Mission, KS 66202**. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
  - *Exhibit A - Cost*
  - *Exhibit B - ISA Terms and Conditions*
- *The solicitation documentation for RFQ# 99231 and affidavit(s) (all made a part of this contract by reference),*
- *Purchase Orders (and PO Changes),*
- *CONTRACTOR's response to the solicitation,*
- *Equal Business Opportunity (EBO) Program forms (incorporated by reference).*

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

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

#### 2.1. Duties and Responsibilities

CONTRACTOR will provide COBRA administrative and compliance services as well as Direct/retiree billing of benefits.

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

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

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

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

### 3. CONTRACT TERM

### **3.1. Contract Term**

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

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

## **4. COMPENSATION**

### **4.1. Contract Value**

This Contract has an estimated value of \$200,000. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

### **4.2. Other Fees**

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

### **4.3. Payment Methodology**

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

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

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

This Contract is not eligible for annual escalation/de-escalation adjustments.

### **4.5. Electronic Payment**

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

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

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

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

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

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

### **5. TERMINATION**

#### **5.1. Breach**

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

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

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

#### **5.3. Notice**

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

## **6. NONDISCRIMINATION**

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

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

### **6.2. Nondiscrimination Requirement**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

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

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

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

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

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

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

## **7. INSURANCE**

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

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

**7.2. Professional Liability Insurance**

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

**7.3. Automobile Liability Insurance**

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

**7.4. General Liability Insurance**

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

**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**

Cyber Liability Insurance in the amount of one million (\$5,000,000.00) dollars (for companies that have access to personal information (SSN's Addresses of employees, customers or students)).

**7.7. Technological Errors and Omissions Insurance**

Technological Errors and Omissions Insurance in the amount of one million (\$5,000,000.00) dollars (for software and hardware manufacturers & website designers).

**7.8. 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.

**7.9. Other Insurance Requirements**

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

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

**OR**

**DEPARTMENT OF FINANCE**

**PROCUREMENT DIVISION**

**730 2ND AVE SOUTH, STE 101**

**P.O. BOX 196300**

**NASHVILLE, TN 37219-6300**

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

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

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract. Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

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

CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

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

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

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

### **8.1. Taxes**

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

### **8.2. Warranty**

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

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

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

### **8.3. Software License**

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

### **8.4. Confidentiality**

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

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

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

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

### **8.5. Information Ownership**

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

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

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

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

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

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

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

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

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

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

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

- The use of the products or services in combination with apparatus or devices not supplied or else approved

by CONTRACTOR;

- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

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

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

### **8.10. Monitoring**

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

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

### **8.11. METRO Property**

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all goods, records, reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, conceptual drawings, design documents, closeout

documents, and other submittals by CONTRACTOR of any of its subcontractors; and, all other original works of authorship, whether created by METRO, CONTRACTOR or any of its subcontractors embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to Metro. Contractor and its subcontractors grant Metro a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license, with rights to sublicense through multiple levels of sublicenses, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

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

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

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

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

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

#### **8.14. Waiver**

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

#### **8.15. Employment**

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is

in violation of applicable laws concerning the employment of individuals with disabilities.

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

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

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

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

#### **8.17. Iran Divestment Act**

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

#### **8.18. 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**

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.02, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48

**8.20. Indemnification and Hold Harmless**

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

- A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.
- D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.
- E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

**8.21. 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.

**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:

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

**OR**

**METRO PURCHASING AGENT**

**DEPARTMENT OF FINANCE**

**PROCUREMENT DIVISION**

**730 2ND AVENUE SOUTH**

**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.

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6492814

Contract Number \_\_\_\_\_

**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  
PRG@NASHVILLE.GOV**

*(THE FOLLOWING MUST BE COMPLETED BY CONTRACTOR. N/A OR "X" IS NOT ACCEPTABLE)*

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: iTEDIUM, Inc.

Attention: Christi Pickering

Address: P.O. Box 39 Mission, KS 22601-0039

Telephone: 913-499-4850

Fax: 913-438-8385

E-mail: employer.services@itedium.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:

(THIS SECTION MUST BE COMPLETED)

Designated Agent: iTEDIUM, Inc.

Attention: Debra Mootz

Address: P.O. Box 39 Mission, KS 22601-0039

E-mail: debra.mootz@itedium.com

**[SPACE INTENTIONALLY LEFT BLANK]**

Contract Number 6492814

**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:**

Shannon Hall   
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

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

Michelle R Hernandez Lane   
Purchasing Agent Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Kevin Cumbotte   
Director of Finance BA

**APPROVED AS TO FORM AND LEGALITY:**

Nicki Eke   
Metropolitan Attorney Insurance

**FILED BY THE METROPOLITAN CLERK:**

Elizabeth Waites   
Metropolitan Clerk Date

**CONTRACTOR:**

iTEDIUM, Inc.  
Company Name

Cathryn Scivicque  
Signature of Company's Contracting Officer

Cathryn Scivicque  
Officer's Name

Sr. Vice President  
Officer's Title

12:33 PM CDT

**Exhibit A - Cost**

<b>Services Provided</b>	<b>Unit Cost</b>
One Time Implementation Fee	\$0.00
Takeover of Current COBRA Continuants, if Applicable	\$0.00
Monthly Fee - Per COBRA Participant	\$5.00
Monthly Fee - Per Eligible Employee	
Monthly Fee - Per Retiree Billing	\$6.00
Monthly Fee - Per City Council member Billing	\$6.00
Monthly Fee - Leave of Absence Billing	\$6.00
Qualifying Event Notification, Including Separate Dependent Notices	\$5.00
Subsequent Notification, Including Separate Dependent Notices	\$3.00
HIPAA Notices (Including Creditable Coverage Notices)	\$0.00
New Hire Service	\$3.00
Certain Banking Procedures	\$0.00
Eligibility Reporting to Carriers	\$0.21 (Faxes & Email)
Annual Enrollement Packet including printing and mailing per participant	\$6.00 (includes COBRA, Direct/Retiree Participants) *Based upon 13 page packet and average postage at \$1.50 per packet
Premium Disbursement	\$0.00

**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, except it's existing Agents located in Mumbai, India, (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.
    - Contractor will take reasonable precautions to limit access to Metro Government Information to Agents located outside of the United States. These precautions are to include monitoring access and implementing controls to keep Metro Government information from being transferred to Agent's local workstation.
  - 5.3 Contractor Responsibility.** Prior to subcontracting or outsourcing any Contractor's obligations to Metro Government, Contractor shall enter into a binding agreement with its subcontractor or outsource service provider ("Third Party Agreement") which (a) prohibits such third party to further subcontract any of its obligations, (b) contains provisions no less protective to Metro Government Network, Metro Government Infrastructure and/or Metro Government Information than those in this Agreement, and (c) expressly provides Metro Government the right to audit such subcontractor or

outsource service provider to the same extent that Metro Government may audit Contractor under this Agreement. Contractor warrants that the Third Party Agreement will be enforceable by Metro Government in the U.S. against the subcontractor or outsource provider (e.g., as an intended third party beneficiary under the Third Party Agreement).

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

**SECTION A-2****Definitions**

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

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

**SECTION AST****Agent Security and Training**

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

4.1.1.1 Awareness of confidentiality requirements contained in this Agreement;

4.1.1.2 Procedures for encrypting Metro Government Information before emailing or transmitting over an Open Network, if the information classification of the information requires these controls;

4.1.1.3 Procedures for information storage on media or mobile devices (and encrypting when necessary).

- 4.1.2 Education about the procedures for recognizing and reporting potential Information Security Incidents;
- 4.1.3 Education about password maintenance and security (including instructions not to share passwords);
- 4.1.4 Education about identifying security events (e.g., phishing, social engineering, suspicious login attempts and failures);
- 4.1.5 Education about workstation and portable device protection; and
- 4.1.6 Awareness of sanctions for failing to comply with Contractor security policies and procedures regarding Sensitive Information.
- 4.1.7 Periodic reminders to Agents about the training topics set forth in this section.

4.2 Contractor shall ensure that any Agent who accesses applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of this information. Completion of this training must be documented and must occur before Agent may access any Metro Government Information. This training must include, at a minimum:

- 4.2.1 Instructions on how to identify Metro Government Information.
- 4.2.2 Instructions not to discuss or disclose any Sensitive Information to others, including friends or family.
- 4.2.3 Instructions not to take media or documents containing Sensitive Information home unless specifically authorized by Metro Government to do so.
- 4.2.4 Instructions not to publish, disclose, or send Metro Government Information using personal email, or to any Internet sites, or through Internet blogs such as Facebook or Twitter.
- 4.2.5 Instructions not to store Metro Government Information on any personal media such as cell phones, thumb drives, laptops, personal digital assistants (PDAs), unless specifically authorized by Metro Government to do so as part of the Agent's job.
- 4.2.6 Instructions on how to properly dispose of Metro Government Information, or media containing Metro Government Information, according to the terms in Exhibit DMH as well as applicable law or regulations.

5 **Agent Sanctions.** Contractor agrees to develop and enforce a documented sanctions policy for Agents who inappropriately and/or in violation of Contractor's policies and this Agreement, access, use or maintain applications or information stores which contain Sensitive Information. These sanctions must be applied consistently and commensurate to the severity of the violation, regardless of level within management, and including termination from employment or of contract with Contractor.

**SECTION AV**

**Protection Against Malicious Software**

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

**SECTION 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.** Contractor shall store archival and backup media in a secured offsite location. 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. The backup tapes should be encrypted if the sensitivity of the information requires that level of security.

**3 Disaster Recovery Plan.** Contractor will maintain a Disaster Recovery Plan for all applications or information stores which contain business critical information. This plan will outline the procedures necessary to restore business critical information on the application or systems in a timely fashion in the case of an emergency or disaster.

**4 Emergency Mode Operation Plan.** Contractor shall maintain an emergency mode operating plan which ensures that systems or applications using or accessing business critical information are operational during an emergency or natural disaster, or are made operational after a disaster in a prompt manner, commensurate with the criticality of the information on the system.

**5 Testing and Revision Procedure.** Contractor agrees to test, at least annually, Contractor Disaster Recovery Plan and emergency mode operations plan and maintain a documented procedure for such testing. Contractor shall document the results and findings from such testing and revise the plan accordingly.

**6 Risk Management Requirements.** Contractor shall implement internal risk management practices to ensure the confidentiality, integrity and availability of Metro Government Information. These practices will be no less secure than the ones used by Contractor to protect Contractor's own Sensitive Information or information of comparable sensitivity.

**SECTION CSP****Cloud Service Providers****1 Certifications and Compliance.**

- 1.1. Contractor will, on at least an annual basis, hire a third party auditing firm to perform a Statement on Standards for Attestation Engagements (SSAE) No. 16 audit, or equivalent audit, on internal and external Contractor procedures and systems that access or contain Metro Data.
- 1.2. Contractor shall adhere to SOC 1/SSAE 16 audit compliance criteria and data security procedures (or any successor report of a similar nature that is generally accepted in the industry and utilized by Contractor) applicable to Contractor. Upon Metro's request, Contractor will provide Metro with a copy of the audit results set forth in Contractor's SOC 1/SSAE 16 audit report.
- 1.3. Metro shall have the right to terminate this Agreement (together with any related agreements, including licenses and/or Statement(s) of Work) and receive a full refund for all monies prepaid thereunder in the event that the Contractor fails to produce an acceptable SSAE-16/ SOC-1 Type II report.
- 1.4. The Contractor will ensure that its environment is compliant with the control standards of FISMA (Federal Information Security Management Act) 44 U.S.C. § 3541, et seq.), NIST standards in FIPS 140-2, FIPS 180, FIPS 198-1, FIPS 199, FIPS 200, FIPS 201 and NIST Special Publications 800-53, 800-59, and 800-60. In addition, the Contractor must provide Metro with any documentation it requires for its reporting requirements within 10 days of a request.
- 1.5. Contractor agrees to comply with all applicable privacy laws.

**2 Data Security.** Metro data, including but not limited to data hosted, stored, or held by the Contractor in the Product(s) or in the platform operated by Contractor, or on any device owned or in the custody of Contractor, its employees, agents or Contractors, will be encrypted. Contractor will not transmit any unencrypted Metro Data over the internet or a wireless network, and will not store any Metro Data on any mobile computing device, such as a laptop computer, USB drive or portable data device, except where there is a business necessity and then only if the mobile computing device is protected by industry-standard encryption software approved by Metro.

**3 Use of Subcontractors.** The Contractor shall retain operational configuration and control of data repository systems used to process and store Metro data to include any or remote work. In the event that the Contractor has subcontract the operational configuration and control of any Metro data, Contractor is responsible for ensuring that any third parties that provide services to the Contractor meets security requirements that the Contractor has agreed upon in this contract.

**4 Location of Data.** The Contractor shall maintain all data within the United States, which means the 50 States, the District of Columbia, and outlying areas. The Contractor shall provide Metro with a list of the physical locations that may contain Metro data within 20 days with updates on a quarterly basis.

**5 Personnel Access.** The Contractor will require all employees who will have access to Metro data, the architecture that supports Metro data, or any physical or logical devices/code to pass an appropriate background investigation.

**6 Asset Availability.**

- 6.1. The Contractor must inform Metro of any interruption in the availability of the cloud service as required by the agreed upon service level agreement. Whenever there is an interruption in service, the Contractor must inform Metro of the estimated time that the system or data will be unavailable. The Contractor must provide regular updates to Metro on the status of returning the service to an operating state according to any agreed upon SLAs and system availability requirements.
- 6.2. The Contractor shall be responsible for maintaining and ensuring continued compatibility and interoperability with Metro's systems, infrastructure, and processes for the term of the contract. In the event of an unavoidable compatibility and interoperability issue, the Contractor shall be responsible for providing timely notification to Metro and shall be responsible for working with Metro to identify appropriate remedies and if applicable, work with Metro to facilitate a smooth and seamless transition to an alternative solution and/or provider.

**7 Misuse of Metro Data and Metadata.**

- 7.1. The Contractor shall not access, use, or disclose Metro data unless specifically authorized by the terms of this contract or a task order issued hereunder. If authorized by the terms of this contract or a task order issued hereunder, any access to, or use or disclosure of, Metro data shall only be for purposes specified in this contract or task order. Contractor shall ensure that each of its employees and representatives, and any others (e.g., subcontractor employees) performing duties

hereunder, shall, prior to obtaining access to any Metro data, sign a contract or task order specific nondisclosure agreement.

- 7.2. The Contractor shall use Metro-related data only to manage the operational environment that supports Metro data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer. A breach of the obligations or restrictions may subject the Contractor to criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and any other appropriate remedies by any party adversely affected by the breach.

**8 Data Breach and Incident Reporting.**

- 8.1. The Contractor will submit reports of cyber incidents through approved reporting mechanisms. The Contractor's existing notification mechanisms that are already in place to communicate between the Contractor and its customers may be used, as long as those mechanisms demonstrate a level of assurance, equivalent to the listed encrypted mechanisms, for the confidentiality and integrity of the information.
- 8.2. The Contractor will use a template format when reporting initial incidents by secure fax, telephonically, or by other electronic means. Initial reports may be incomplete. Reporting should balance the necessity of timely reporting (reports with critical information) versus complete reports (those with all blocks completed). Timely reporting is vital, and complete information should follow as details emerge.
- 8.3. In addition to the above, if the incident concerns a breach of PII or a potential breach of PII, the Contractor will report to the contracting officer's designee within 24 hours of the discovery of any data breach. The Contractor shall provide Metro with all information and cooperation necessary to enable compliance by the Contractor and/or Metro with data breach reporting and mitigation actions required by applicable law, regulation, policy, and this contract.

- 9 Facility Inspections.** The Contractor agrees to have an independent third party or other industry recognized firm, which has been approved by Metro, conduct a security audit based on Metro's criteria as needed, but no more than once a year. The audit results and Contractor's plan for addressing or resolving of the audit results shall be shared with Metro within 20 days of the Contractor's receipt of the audit results.

**10 Law Enforcement.**

- 10.1. The Contractor shall record all physical access to the cloud storage facilities and all logical access to Metro data. This may include the entrant's name, role, purpose, account identification, entry and exit time.
- 10.2. If Metro data is co-located with the non-Metro data, the Contractor shall isolate Metro data into an environment where it may be reviewed, scanned, or forensically evaluated in a secure space with access limited to authorized Metro personnel identified by the Metro personnel, and without the Contractor's involvement.

- 11 Maintenance.** The Contractor shall be responsible for all patching and vulnerability management (PVM) of software and other systems' components supporting services provided under this agreement to prevent proactively the exploitation of IT vulnerabilities that may exist within the Contractor's operating environment. Such patching and vulnerability management shall meet the requirements and recommendations of NIST SP 800-40, with special emphasis on assuring that the vendor's PVM systems and programs apply standardized configurations with automated continuous monitoring of the same to assess and mitigate risks associated with known and unknown IT vulnerabilities in the Contractor's operating environment. Furthermore, the Contractor shall apply standardized and automated acceptable versioning control systems that use a centralized model to capture, store, and authorize all software development control functions on a shared device that is accessible to all developers authorized to revise software supporting the services provided under this agreement. Such versioning control systems shall be configured and maintained to assure all software products deployed in the Contractor's operating environment and serving Metro are compatible with existing systems and architecture of Metro.

- 12 Notification.** The Contractor shall notify Metro within 60 minutes of any warrants, seizures, or subpoenas it receives that could result in the loss or unauthorized disclosure of any Metro data. The Contractor shall cooperate with Metro to take all measures to protect Metro data from any loss or unauthorized disclosure that might reasonably result from the execution of any such warrant, seizure, subpoena, or similar legal process.

- 13 Supply Chain.** The Contractor is responsible for exercising due diligence to use genuine hardware and software products that are free of malware.

- 14 Service Level Agreements.** The Contractor shall work with Metro to develop a service level agreement, including defining roles, responsibilities, terms, and clear measures for performance by Contractor.

**SECTION DMH****Device and Storage Media Handling**

- 1 Portable Media Controls.** Contractor (including its Agents) shall only store Metro Government Information on portable device or media when expressly authorized by Metro Government to do so. When Contractor stores Metro Government Sensitive Information or on portable device or media, Contractor shall employ the following safeguards:
  - 1.1** Access to the device or media shall require a password or authentication;
  - 1.2** The device or media shall be encrypted using Strong Encryption;
  - 1.3** The workstation or portable device or media containing Metro Government Information must be clearly identified or labeled in such a way that it can be distinguished from other media or device which is not used to store Sensitive Information.
  - 1.4** The device or media must be accounted for by a system or process which tracks the movements of all devices or media which contain Metro Government Information.
  
- 2 Media Disposal.**
  - 2.1** Contractor shall only dispose of media containing Metro Government Information when authorized by Metro Government.
  - 2.2** Contractor shall dispose of any media which stores Metro Government Information in accordance with media sanitization guidelines for media destruction as described in NIST document NIST SP800-88: Guidelines for Media Sanitization. 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.

**SECTION ENC**

**Encryption and Transmission of Information**

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

**SECTION IR****Incident Response**

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

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

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

**2 Incident Response.**

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

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

**SECTION 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.

**SECTION PES****Physical and Environmental Security**

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

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

**SECTION 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 For Contractor Managed Systems, Contractor shall ensure that the system is configured to disable user accounts after a certain number of failed login attempts have occurred in a period of time less than thirty (30) minutes of the last login attempt or that system monitoring and notification is configured to alert system administrators to successive failed login attempts for the same user account.

### **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.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/8/21

<b>PRODUCER</b>  Boswell Insurance 26461 Crown Valley Parkway, Ste. 200 Mission Viejo, CA 92691	<p><b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b></p>												
<b>INSURED</b>  iTedium, Inc. P.O. Box 39 Shawnee, KS 66201	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Great American Fidelity Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Lloyds of London</td> <td></td> </tr> <tr> <td>INSURER C: Houston Casualty Company</td> <td></td> </tr> <tr> <td>INSURER D: Continental Casualty Company</td> <td></td> </tr> <tr> <td>INSURER E: United States Liability</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Great American Fidelity Insurance Company		INSURER B: Lloyds of London		INSURER C: Houston Casualty Company		INSURER D: Continental Casualty Company		INSURER E: United States Liability	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Great American Fidelity Insurance Company													
INSURER B: Lloyds of London													
INSURER C: Houston Casualty Company													
INSURER D: Continental Casualty Company													
INSURER E: United States Liability													

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<input type="checkbox"/>	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Enter Policy #	Enter Effective Date	Enter Expiration Date	EACH OCCURENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
	<input type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____	Enter Policy #	Enter Effective Date	Enter Expiration Date	COMBINED SINGLE LIMIT (Each Occurrence)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
	<input type="checkbox"/>	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$Enter Amount	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	EACH OCCURENCE	\$
						AGGREGATE	\$
							\$
							\$
	<input type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Enter Policy #	Enter Effective Date	Enter Expiration Date	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	<input type="checkbox"/>	<b>OTHER</b> Errors & Omissions Insurance	MPL 1751110	7/1/20	7/1/21	\$2,000,000 aggregate with OH & NC \$3 mm sublimit	\$20,000 deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS							
B	E&O/Professional Liability	HMPL19-0339	7/1/20	7/1/21	\$5,000,000 excess sublimit		
C	Cyber Insurance	H20NGP202300-00	7/1/20	7/1/21	\$5,000,000 aggregate	\$25,000 deductible	
D	Cyber Insurance	596805009	7/1/20	7/1/21	\$5,000,000 aggregate excess	Houston Casualty	
E	Directors & Officers Liability	1006205K	7/1/20	7/1/21	\$1,000,000 aggregate	0 deductible	

RFQ #99231

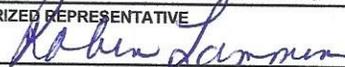
**CERTIFICATE HOLDER**

**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD 25 (2001/08)

© ACORD CORPORATION 1988



**Ferguson, Scott (Finance)**

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**From:** Stephen Foster <stephen.foster@itedium.com>  
**Sent:** Wednesday, May 19, 2021 9:03 AM  
**To:** Ferguson, Scott (Finance)  
**Cc:** Cathryn Scivicque; Bethany Fields  
**Subject:** iTEDIUM, Inc. - Cobra Administrative Services - Agreement 6492814 Insurance Certificate Corrections  
**Attachments:** METRO - COI - Corrected.pdf; COI - E&O, D&O, and Cyber.pdf; Work Comp COI - 2020.pdf

**Attention:** This email originated from a source external to Metro Government. Please exercise caution when opening any attachments or links from external sources.

Dear Scott Ferguson,

Good morning, Please review the attached corrected certificates of insurance. Our Professional Liability is the E&O (Errors & Omissions) Coverage. Please let me know if you have any questions.

Thank you,

**Stephen Foster**

Marketing Coordinator  
P: 913-499-4877 | F: 913-438-8385  
Hours: 7:00am - 5:30 pm  
[www.itedium.com](http://www.itedium.com) | [www.cobraguard.net](http://www.cobraguard.net)  
[stephen.foster@itedium.com](mailto:stephen.foster@itedium.com)



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**Ferguson, Scott (Finance)**

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**From:** Stephen Foster <stephen.foster@itedium.com>  
**Sent:** Thursday, June 3, 2021 12:16 PM  
**To:** Ferguson, Scott (Finance)  
**Cc:** Cathryn Scivicque; Bethany Fields; Debra Mootz  
**Subject:** Re: iTEDIUM, Inc. - Cobra Administrative Services - Agreement 6492814 Insurance Certificate Corrections  
**Attachments:** E&O, D&O, and Cyber COI - For METRO.pdf; 15A9 - [iTedium, Inc.] - [Purchasing Agent] - 15310515.pdf; METRO - COI - Corrected.pdf

**Attention:** This email originated from a source external to Metro Government. Please exercise caution when opening any attachments or links from external sources.

Dear Scott,

Please review the attached certificates with your requested updates.

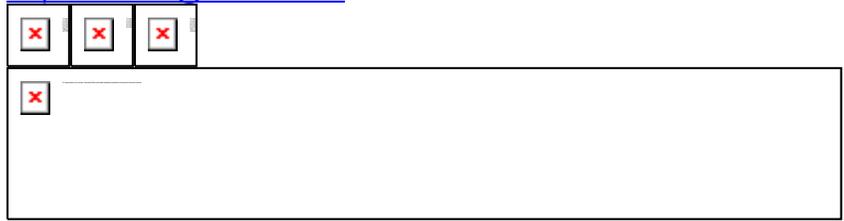
Note: METRO is not included on the workers comp certificate since it is not relevant to your requirements.

Please let me know if you have any questions.

Thank you,

**Stephen Foster**

Marketing Coordinator  
P: 913-499-4877 | F: 913-438-8385  
Hours: 7:00am - 5:30 pm  
[www.itedium.com](http://www.itedium.com) | [www.cobraguard.net](http://www.cobraguard.net)  
[stephen.foster@itedium.com](mailto:stephen.foster@itedium.com)



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## METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

3/10/2021 | 10:35 AM CST

Cathryn Scivicque  
iTEDIUM, Inc.  
5700 Broadmoore STE 202  
Mission, KS 66202

Re: **RFQ # 99231, Cobra Administrative Services for Metro Nashville and MNPS**

Dear Ms. Scivicque:

The Metropolitan Government of Nashville and Davidson County (Metro) has completed the evaluation of submitted solicitation offer(s) to the above RFQ # 99231 for Cobra Administrative Services for Metro Nashville and MNPS. This letter hereby notifies you of Metro's intent to award to iTEDIUM, Inc., contingent upon successful contract negotiations. Please provide a certificate of Insurance indicating all applicable coverages within 15 business days of the receipt of this letter.

If the Equal Business Opportunity (EBO) Program requirements were a part of this solicitation, the awardee must forward a signed copy of the "Letter of Intent to Perform as Subcontractor/Subconsultant/Supplier/Joint Venture" for any minority/women-owned business enterprises included in the response to the Business Assistance Office within two business days from this notification.

Additionally, the awardee will be required to submit evidence of participation of and contractor's payment to all Small, Minority, and Women Owned Businesses participation in any resultant contract. This evidence shall be submitted monthly and include copies of subcontracts or purchase orders, the Prime Contractor's Application for Payment, or invoices, and cancelled checks or other supporting payment documents. Should you have any questions concerning this requirement, please contact Jeremy Frye, BAO Representative, at 615-862-6638 or at [jeremy.frye@nashville.gov](mailto:jeremy.frye@nashville.gov).

Depending on the file sizes, the responses to the procurement solicitation and supporting award documentation can be made available either by email, CD for pickup, or in person for inspection. If you desire to receive or review the documentation or have any questions, please contact Scott Ferguson by email at [scott.ferguson@nashville.gov](mailto:scott.ferguson@nashville.gov) Monday through Friday between 8:30am and 3:30pm.

Thank you for participating in Metro's competitive procurement process.

Sincerely,

*Michelle A. Hernandez Lane*

MICHELLE A. HERNANDEZ LANE  
Purchasing Agent

Cc: Solicitation File, Other Offerors

**Pursuant to M.C.L. 4.36.010 Authority to resolve protested solicitations and awards.**

**A. Right to Protest.** Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Agent. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

Procurement Division

730 Second Avenue South, Suite 112  
P.O. Box 196300  
Nashville, Tennessee 37219-6300

[www.Nashville.gov](http://www.Nashville.gov)  
Phone: 615-862-6180  
Fax: 615-862-6179

RFQ# 99231 - Cobra Administrative Services for Metro Nashville and MNPS		
Evaluation Criteria	Cushion Employer Services	iTEDIUM, Inc
<b>Round 1</b>		
Contract Acceptance	Yes	Exceptions
Solicitation Acceptance	Yes	Yes
Reporting Requirements Confirmation	Yes	Yes
EBO Documentation	Yes	Yes
ISA Questionnaire Completed and Terms Accepted	Yes	Yes
Experience and Qualifications(10 Points)	8.00	9.00
Past Performance and References(10 Points)	6.00	9.00
Capacity and Scheduling Requirements (10 Points)	7.00	10.00
Reporting (10 Points)	9.00	10.00
Business Plan (30 Points)	27.00	29.00
SBE/SDV Threshold (5 Points)	0.00	0.00
Cost Criteria (25 Points)	12.51	25.00
<b>Totals</b>	<b>69.51</b>	<b>92.00</b>

Strengths & Weaknesses
<p><b>Cushion Employer Services</b></p> <p><b>Strengths:</b> Firm provided an implementation timetable detailing specific activities, target dates, data requirements and responsibilities for completion to meet Metro's Annual Enrollment schedule.</p> <p><b>Weaknesses:</b> The firm's listing of ten (10) previous customers that were provided for COBRA administration services within the last 2 years did not demonstrate that they were long term clients. The possibility for special circumstances that fall outside of the expectation to performing this contract. The overall number of clients as well as the number of public sector clients did not demonstrate they could handle a client the size of Metro. The timeframe for turning around and sending out the initial COBRA notification packet after retrieving the electronic carrier feed (which will be provided in Metro's file format) was not adequate. Firm's description of archiving information was not robust or user-friendly. The firm did not provide enough details about how often their systems are backed up in case of system failure. Firm has additional charges when Metro has carrier changes.</p>
<p><b>iTEDIUM, Inc</b></p> <p><b>Strengths:</b> The experience level of the Firm's organization's COBRA compliance department. The Firm's listing of ten (10) previous customers that they provided COBRA administration services within the last 2 years that were of similar size, scope, and complexity as Metro. Firm described in detail how firm is structured to ensure timely delivery of the services requested in this RFP. Firm adequately described delivery concerns they have in performing this contract. The timeframe and process for turning around and sending out the initial COBRA notification packet after retrieving the electronic carrier feed (which will be provided in Metro's file format). Firm will automatically provide Metro with an annual ACA report for the purposes of creating 1095-C forms, including the timeframe the report will be provided to Metro. Firm demonstrated their ability and the practices in place to archive all information for a minimum of seven years. Firm adequately described how will Metro be informed of changes to the archiving arrangement and/or procedures.</p> <p><b>Weaknesses:</b> Firm failed to answer Q.4. regarding the license(s) and certification(s) these individuals have do not convey their ability to perform this contract. Firm did not respond to the number of clients they had as of 1/1/2021; their response was based on the number of clients they had as of 1/1/2016.</p>

Solicitation Title & Number			RFP		
			RFP Cost Points	SBE/SDV Points	Total Cost Points
Cobra Administrative Services for Metro Nashville and MNPS.; RFQ# 99231			25	0	25
Offeror's Name	Total Bid Amount	SBE/SDV Participation Amount	RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
Cushion Employer Services	\$201,738.58	\$0.00	12.51	0.00	12.51
iTEDIUM, Inc.	\$100,920.00	\$0.00	25.00	0.00	25.00
TASC was non-responsive					

## **Ferguson, Scott (Finance)**

---

**From:** Frye, Jeremy (Finance)  
**Sent:** Friday, February 26, 2021 11:50 AM  
**To:** Ferguson, Scott (Finance)  
**Cc:** Lane, Michelle (Finance - Procurement)  
**Subject:** RFQ#99231 - Cobra Administrative Services Final Assessment  
**Attachments:** 99231 Cobra Admin Service.pdf; 99231 Cobra Admin Services.pdf

Scott,

Please accept this as my final assessment for the referenced RFQ#. The prime is compliant with the EBO Program providing acceptable GFE documentation. I also confirmed the SBE/SDV utilization is \$0. This contract will not require monitoring in B2Gnow.

Jeremy R. Frye  
Contract Administrator  
Department of Finance  
[Office of Minority and Women Business Assistance \(BAO\)](#)  
Metropolitan Nashville Davidson County Government  
730 2nd Avenue South, 1st Floor; PO Box 196300  
Nashville, TN 37219-6300  
(p) 615-862-6638 (f) 615-862-6175



## Statement of M/WBE Utilization

Proposer's/Firm's Name: iTEDIUM, Inc.	Proposer's Phone #: 913-499-4877
Solicitation Title: Cobra Administrative Services	Proposer's Email Address: proposals@itedium.com
Solicitation #: 99231	Amount Self-performed : 100%
Proposer's/Firm's Ownership: <b>Non-M/WBE</b>	Total Bid Amount: \$106,560.00
<b>Proposed EBO Goal (%)</b> : 0 MBE% 0 WBE%	EBO Goal Met? (Y/N) <b>NO</b>

The following MWBE\* subcontractor(s)/supplier(s) will be utilized for the performance of this project:

			Certificate					
MBE/WBE Firm Name	MBE/WBE Firm Address	Phone/E-Mail	Type (MBE or WBE)	* MBE/WBE Group Type *	Code # UNSPS/NAICS	Description of Work	MBE/WBE Dollars (\$)	Percent of Total Contract
1			Select	Select				
2			Select	Select				
3			Select	Select				
4			Select	Select				
5			Select	Select				
6			Select	Select				
7			Select	Select				

*I am the duly authorized representative and certify the facts and representations contained in this form and supporting documents are true and correct.*

Authorized Representative (Printed Name/Title/Signature) <b>Stephen S. Foster/ Marketing Coordinator</b>	Date <b>02/03/2021</b>
<i>Stephen S. Foster</i>	

\*Note: MWBE is defined as business enterprise maintaining a significant business presence in the Program Area & performing a commercial useful function that is owned by one or more of the following: (1) African Americans (2) Native Americans, (3) Hispanic Americans, (4) Asian Americans, and (5) Women.

<b>For Internal Office Use ONLY</b> Has Prime Complied with EBO Goal? <b>NO</b> <input type="checkbox"/>	If No, Good Faith Efforts Met? <b>YES</b> <input type="checkbox"/>
---	--

**BAO Representative:** Jeremy Frye

**Date:** 02/26/20

<b>Total MBE Subcontracting</b>	0 _____ %	\$0 _____
<b>Total WBE Subcontracting</b>	0 _____ %	\$0 _____
<b>Total MBE/WBE Participation:</b>	0 _____ %	\$0 _____

## BAO Small Business Assessment Sheet

**BAO Specialist:** Jeremy Frye

**Contract Specialist:** Scott Ferguson

**Date:** 2/26/2021

**Department Name:** Human Resources

**RFP/ITB Number:** 99231

**Project Name:** Cobra Administrative Services

Primary Contractor*	Prime Bid Amount	Total Proposed SBE (\$)	SBE Subs approved?	SBE (%)	Comments
iTEDIUM, Inc	\$100,920.00	\$0.00	No	0%	The prime is not a Metro approved SBE/SDV and proposed to self- perform 100% of the work.

Contract 6492814 - Compatibility Mode

Main document changes and comments

<b>Page 1: Deleted</b>	<b>Ferguson, Scott (Finance)</b>	<b>5/3/2021 1:29:00 PM</b>
Enter Legal Name		
<b>Page 1: Inserted</b>	<b>Ferguson, Scott (Finance)</b>	<b>5/3/2021 1:29:00 PM</b>
iTEDIUM, Inc.		
<b>Page 1: Deleted</b>	<b>Ferguson, Scott (Finance)</b>	<b>5/3/2021 1:29:00 PM</b>
Enter Address		
<b>Page 1: Inserted</b>	<b>Ferguson, Scott (Finance)</b>	<b>5/3/2021 1:29:00 PM</b>
5700 Broadmore, Suite 202		
<b>Page 1: Deleted</b>	<b>Ferguson, Scott (Finance)</b>	<b>5/3/2021 1:30:00 PM</b>
City		
<b>Page 1: Inserted</b>	<b>Ferguson, Scott (Finance)</b>	<b>5/3/2021 1:30:00 PM</b>
Mission		
<b>Page 1: Deleted</b>	<b>Ferguson, Scott (Finance)</b>	<b>5/3/2021 1:30:00 PM</b>
ST		
<b>Page 1: Inserted</b>	<b>Ferguson, Scott (Finance)</b>	<b>5/3/2021 1:30:00 PM</b>
KS		
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ZIP		
<b>Page 1: Inserted</b>	<b>Ferguson, Scott (Finance)</b>	<b>5/3/2021 1:30:00 PM</b>
66202		
<b>Page 1: Inserted</b>	<b>Ferguson, Scott (Finance)</b>	<b>5/18/2021 10:43:00 AM</b>
•		
<b>Page 1: Deleted</b>	<b>Ferguson, Scott (Finance)</b>	<b>5/18/2021 8:19:00 AM</b>
<i>[Enter Description (i.e. Hourly Rates)]</i>		
•		
<b>Page 1: Inserted</b>	<b>Ferguson, Scott (Finance)</b>	<b>5/18/2021 8:43:00 AM</b>
<i>Cost</i>		
•		
<b>Page 1: Deleted</b>	<b>Ferguson, Scott (Finance)</b>	<b>5/18/2021 8:19:00 AM</b>
<i>Exhibit B - [Enter Description (i.e. Task Details)]</i>		
<b>Page 1: Deleted</b>	<b>Ferguson, Scott (Finance)</b>	<b>5/18/2021 8:20:00 AM</b>
<i>C</i>		
•		
<b>Page 1: Inserted</b>	<b>Ferguson, Scott (Finance)</b>	<b>5/18/2021 8:20:00 AM</b>





**Certificate Of Completion**

Envelope Id: BCFACA664DC44C57999CC65EE24968D7	Status: Completed
Subject: Metro Contract 6492814 with iTEDIUM, Inc. (Human Resources)	
Source Envelope:	
Document Pages: 50	Signatures: 6
Certificate Pages: 17	Initials: 5
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185

**Record Tracking**

Status: Original 7/22/2021 1:00:17 PM	Holder: Procurement Resource Group prg@nashville.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

**Signer Events**

Signer Events	Signature	Timestamp
Scott Ferguson Scott.Ferguson@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 7/22/2021 1:28:15 PM Viewed: 7/22/2021 1:35:15 PM Signed: 7/22/2021 1:36:02 PM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	

**Electronic Record and Signature Disclosure:**  
Accepted: 7/22/2021 1:35:15 PM  
ID: 73b5e4fd-1c44-4690-ac95-d45d42662bad

Michelle A Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)		Sent: 7/22/2021 1:36:18 PM Viewed: 7/27/2021 6:17:59 AM Signed: 7/27/2021 6:18:11 AM
	Signature Adoption: Pre-selected Style Using IP Address: 172.58.145.212 Signed using mobile	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jerome Trice Jerome.Trice@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 7/27/2021 6:18:28 AM Viewed: 7/27/2021 7:16:01 AM Signed: 7/27/2021 7:16:42 AM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	

**Electronic Record and Signature Disclosure:**  
Accepted: 7/27/2021 7:16:01 AM  
ID: 3865c2c4-75a8-4b2f-8696-d9bf4512fb4a

Rachel Jones rachel.jones@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 7/27/2021 7:16:57 AM Viewed: 7/28/2021 8:27:24 AM Signed: 7/28/2021 8:27:46 AM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	

**Electronic Record and Signature Disclosure:**

**Signer Events****Signature****Timestamp**

Accepted: 7/28/2021 8:27:24 AM  
ID: 99ee62c4-3337-4256-a97a-4e004810550a

Cathryn Scivicque  
Cathryn.Scivicque@itedium.com  
Sr. Vice President  
iTEDIUM, Inc.  
Security Level: Email, Account Authentication  
(None)

*Cathryn Scivicque*

Signature Adoption: Pre-selected Style  
Using IP Address: 54.210.60.236

Sent: 8/5/2021 12:14:27 PM  
Viewed: 8/10/2021 10:21:01 AM  
Signed: 8/10/2021 11:18:59 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 8/10/2021 10:21:01 AM  
ID: 439a7e43-4e52-4145-b830-54f5b13a16bf

Michelle A Hernandez Lane  
michelle.lane@nashville.gov  
Chief Procurement Officer/Purchasing Agent  
Metro  
Security Level: Email, Account Authentication  
(None)

*Michelle A Hernandez Lane*

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.190

Sent: 8/10/2021 11:19:15 AM  
Viewed: 8/10/2021 12:09:39 PM  
Signed: 8/10/2021 12:09:50 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Shannon Hall  
shannon.hall@nashville.gov  
HR Director  
Security Level: Email, Account Authentication  
(None)

*Shannon Hall*

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.185

Sent: 8/10/2021 12:10:07 PM  
Viewed: 8/13/2021 3:17:08 PM  
Signed: 8/13/2021 3:17:35 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 8/13/2021 3:17:08 PM  
ID: 6ce4eab1-3c49-416d-ad27-2ade1a6e31dd

Kevin Cumbo/tje  
Tom.Eddlemon@nashville.gov  
Security Level: Email, Account Authentication  
(None)

*Kevin Cumbo/tje*

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.185

Sent: 8/13/2021 3:17:54 PM  
Viewed: 8/13/2021 5:21:00 PM  
Signed: 8/13/2021 5:21:22 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 8/13/2021 5:21:00 PM  
ID: c94d117b-1ba6-4437-814b-24d2956c0a9a

Sally Palmer  
sally.palmer@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**Completed**

Using IP Address: 170.190.198.100

Sent: 8/13/2021 5:21:38 PM  
Viewed: 8/16/2021 8:38:14 AM  
Signed: 8/16/2021 8:41:14 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 8/16/2021 8:38:14 AM  
ID: 9437704c-1c37-40ba-8822-69c15ddfa903

Balogun Cobb  
balogun.cobb@nashville.gov  
Security Level: Email, Account Authentication  
(None)

*BC*

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.144

Sent: 8/16/2021 8:41:36 AM  
Viewed: 8/16/2021 11:51:58 AM  
Signed: 8/16/2021 11:54:21 AM

**Electronic Record and Signature Disclosure:**

Signer Events	Signature	Timestamp
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<p>Accepted: 8/16/2021 11:51:58 AM ID: b8ecfc62-b608-4072-86e1-66de61b0d5d3</p> <p>Nicki Eke nicki.eke@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Nicki Eke</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144</p>	<p>Sent: 8/16/2021 11:54:38 AM Resent: 8/18/2021 8:24:39 AM Resent: 8/19/2021 7:57:43 AM Resent: 8/20/2021 7:46:18 AM Resent: 8/23/2021 7:42:00 AM Viewed: 8/23/2021 10:47:43 AM Signed: 8/23/2021 10:55:21 AM</p>
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**Electronic Record and Signature Disclosure:**  
Accepted: 8/23/2021 10:47:43 AM  
ID: 457cbdc9-9108-49cb-82dd-6e4a493f3861

<p>Elizabeth Waites Elizabeth.Waites@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Elizabeth Waites</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 8/23/2021 10:55:37 AM Viewed: 8/23/2021 12:33:46 PM Signed: 8/23/2021 12:33:56 PM</p>
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**Electronic Record and Signature Disclosure:**  
Accepted: 8/23/2021 12:33:46 PM  
ID: 93c07a98-e879-4679-bb42-e4bdb1979b2f

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><b>VIEWED</b></p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 8/16/2021 8:41:33 AM Viewed: 8/16/2021 8:49:27 AM Completed: 8/23/2021 12:34:23 PM</p>
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**Electronic Record and Signature Disclosure:**  
Accepted: 8/23/2021 7:41:52 AM  
ID: 69555fb4-aab6-432c-b749-929e5d1807c7

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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<p>Robert Meyers robert.meyers@itedium.com President ITEDIUM, Inc. Security Level: Email, Account Authentication (None)</p>	<p><b>COPIED</b></p>	<p>Sent: 8/5/2021 12:14:41 PM</p>
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**Electronic Record and Signature Disclosure:**  
Accepted: 8/5/2021 12:11:47 PM  
ID: 6a7550e5-7600-4f84-9664-c92b8efc97d6

<p>Jeremy Frye jeremy.frye@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><b>COPIED</b></p>	<p>Sent: 8/23/2021 12:34:14 PM Viewed: 8/23/2021 12:38:19 PM</p>
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**Electronic Record and Signature Disclosure:**

Carbon Copy Events	Status	Timestamp
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Accepted: 6/28/2021 1:12:33 PM ID: 9747d4d5-e938-4b14-97c1-73c4bbcbe9a6  Justin Stack justin.stack@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 8/23/2021 12:34:16 PM Viewed: 8/23/2021 12:58:09 PM
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 6/15/2021 8:11:35 AM ID: 2e7a3648-100c-4cdd-bc05-31b2620fd191	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 8/23/2021 12:34:18 PM
Ginger Hall ginger.hall@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 8/23/2021 12:34:20 PM
Cathryn Scivicque cathryn.scivicque@itedium.com Sr. Vice President iTEDIUM, Inc. Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 8/10/2021 10:21:01 AM ID: 439a7e43-4e52-4145-b830-54f5b13a16bf	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 8/23/2021 12:34:23 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/22/2021 1:28:15 PM
Certified Delivered	Security Checked	8/23/2021 12:33:46 PM
Signing Complete	Security Checked	8/23/2021 12:33:56 PM
Completed	Security Checked	8/23/2021 12:34:23 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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1. **ACCEPTANCE OF TERMS AND CONDITIONS** These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. **MODIFICATION OF TERMS AND CONDITIONS** We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. **DEFINITIONS**

- "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service.
- "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User.
- "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service.
- "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System.
- "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased.
- "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees.
- "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>.
- "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

#### 4. SUBSCRIPTION SERVICE

During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be exempted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a "consumer;" (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any "consumer" is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

**5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS** As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term "unsolicited mass mailings" includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for "Commercial Electronic Mail Messages" under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

**6. PRICING AND PER USE PURCHASES** The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

**7. SUBSCRIBER SUPPORT** DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

**8. STORAGE** DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. **DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES** You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

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<p>Shannon Hall  shannon.hall@nashville.gov  HR Director  Security Level: Email, Account Authentication (None)</p>	<p><i>Shannon Hall</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 170.190.198.185</p>	<p>Sent: 1/30/2026 7:15:14 AM  Viewed: 2/1/2026 10:19:45 AM  Signed: 2/1/2026 10:19:55 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 2/1/2026 10:19:45 AM  ID: 89c11d45-dd44-44a0-b9bd-e3d26c1b3c88</p>		
<p>Jenneen Reed/MAL  michelle.lane@nashville.gov  Deputy Director of Finance  Metro  Security Level: Email, Account Authentication (None)</p>	<p><i>Jenneen Reed/MAL</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 174.211.106.176  Signed using mobile</p>	<p>Sent: 2/1/2026 10:20:01 AM  Viewed: 2/2/2026 6:56:48 AM  Signed: 2/2/2026 6:57:08 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>		
<p>Jenneen Reed/mjw  MaryJo.Wiggins@nashville.gov  Security Level: Email, Account Authentication (None)</p>	<p><i>Jenneen Reed/mjw</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 170.190.198.100</p>	<p>Sent: 2/2/2026 6:57:13 AM  Viewed: 2/2/2026 6:26:55 PM  Signed: 2/4/2026 11:19:14 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 2/3/2026 11:19:52 AM  ID: 22ae43d3-7a1d-4164-97b1-d9b4f75df748</p>		
<p>Sally Palmer  sally.palmer@nashville.gov  Security Level: Email, Account Authentication (None)</p>	<p><b>Completed</b></p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 2/4/2026 11:19:19 AM  Viewed: 2/4/2026 11:25:13 AM  Signed: 2/4/2026 11:34:14 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 2/4/2026 11:25:13 AM  ID: 2ec09e83-2a4d-4362-8f89-a7988a317c54</p>		
<p>Balogun Cobb  balogun.cobb@nashville.gov  Insurance Division Manager  Security Level: Email, Account Authentication (None)</p>	<p><i>B</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 170.190.198.185</p>	<p>Sent: 2/4/2026 11:34:22 AM  Viewed: 2/4/2026 1:22:06 PM  Signed: 2/4/2026 1:22:23 PM</p>
<p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 2/4/2026 1:22:06 PM  ID: 956c00d5-7c26-4901-bb5e-85a70a47a702</p>		

Signer Events	Signature	Timestamp
Nicki Eke nicki.eke@nashville.gov Security Level: Email, Account Authentication (None)	<i>Nicki Eke</i>  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/4/2026 1:22:29 PM Viewed: 2/4/2026 1:38:53 PM Signed: 2/4/2026 2:02:51 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 2/4/2026 1:38:53 PM  
ID: faf34601-547b-4d3e-a273-c9c3b7e50189

Procurement Resource Group  
prg@nashville.gov  
Metropolitan Government of Nashville and Davidson County  
Security Level: Email, Account Authentication (None)

Sent: 2/4/2026 2:02:58 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Jan Harvey  
jan.harvey@nashville.gov  
Security Level: Email, Account Authentication (None)

COPIED

Sent: 1/29/2026 6:18:47 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Austin Kyle  
publicrecords@nashville.gov  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Accepted: 2/3/2026 3:16:52 PM  
ID: a435edda-8eb3-455e-80c4-87d81d94d35e

Jeremy Frye  
jeremy.frye@nashville.gov  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Accepted: 9/3/2025 1:19:29 PM  
ID: c8b64a03-4037-4339-96c4-10f36c46343a

Justin Stack  
justin.stack@nashville.gov  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Accepted: 2/13/2023 4:18:56 PM  
ID: 97172f19-3822-4959-856f-18d6ef0c555a

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Amber Gardner  
Amber.Gardner@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Terri Ray  
terri.ray@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Robert Meyers  
robert.meyers@itedium.com  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 8/5/2021 12:11:47 PM  
ID: 6a7550e5-7600-4f84-9664-c92b8efc97d6

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	1/29/2026 6:18:47 AM
Envelope Updated	Security Checked	1/29/2026 8:38:46 AM
Envelope Updated	Security Checked	1/29/2026 8:38:46 AM
Envelope Updated	Security Checked	1/29/2026 9:12:44 AM
Envelope Updated	Security Checked	1/29/2026 9:12:44 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's™ web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. DEFINITIONS

- "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service.
- "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User.
- "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service.
- "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System.
- "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased.
- "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees.
- "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>.
- "Subscription Service" means DocuSign's™ on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

#### 4. SUBSCRIPTION SERVICE

During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be exempted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”; (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

**5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS** As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

**6. PRICING AND PER USE PURCHASES** The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

**7. SUBSCRIBER SUPPORT** DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

**8. STORAGE** DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

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