

Contract Amendment Abstract

Contract Amendment Information

Contract Title: Cyber Security Services and Real-Time Operational Support

Amendment Summary: Amend clause 4.1 Contract Value to increase by \$216,000.00 for a revised contract total of \$440,000.00.

Contract Number: 428702 Amendment Number: 2 Request Number: A2023078

Type of Contract: Multi-Year Contract **Requires Council Legislation:** No

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

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

Contract Start Date: 7/31/2018 Contract Expiration Date: 7/30/2023 Contract Term: 60 Months

Previous Estimated Contract Life Value: \$216,000.00

Amendment Value: \$224,000.00

Fund: 51137*

New Estimated Contract Life Value: \$440,000.00

BU: 14521071*

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

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: Brianna Minter BAO Staff: Christopher Wood

Procuring Department: Information Technology Services (ITS) Department(s) Served: ITS

Prime Contractor Information

Prime Contracting Firm: Center for Internet Security, Inc ISN#: 17550

Address: 31 Tech Valley Dr. City: East Greebush State: TN Zip: 12061

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

Prime Company Contact: Ashanti Hoyles Email Address: ashanti.hoyles@cisecurity.org Phone #: 518-516-3070

Prime Contractor Signatory: Laurie Hester Email Address: laurie.hester@cisecurity.org

Business Participation for Entire Contract

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

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

Procurement Non-Discrimination Program: Program Not Applicable

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

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

Federal Disadvantaged Business Enterprise: No

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

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No



**AMENDMENT NUMBER 2 TO CONTRACT NUMBER 428702
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND CENTER FOR INTERNET SECURITY 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 **CENTER FOR INTERNET SECURITY INC** located in East Greenbush, NY.

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 July 31, 2018, Metro Contract numbered 428702, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amend clause 4.1 Contract Value to increase by \$216,000.00 for a revised contract total of \$440,000.00. The amended clause will read as follows:

"This Contract has an estimated value of \$440,000.00. 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.

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.

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Contract Number 428702

Amendment Number 2

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

APPROVED AS TO PROJECT SCOPE:

[Signature] gn
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

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

Michelle A. Hernandez Lane JR
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery TJE EJ
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Erica Haber BL
Metropolitan Attorney Insurance

Metropolitan Mayor COO

ATTESTED:

Metropolitan Clerk Date

CONTRACTOR

Center for Internet Security

Company Name

Laurie Hester

Signature of Company's Contracting Officer

Laurie Hester

Officer's Name

Sr. Dir. sales ops

Officer's Title

NOTEPAD:

HOLDER CODE

INSURED'S NAME

Center For Internet Security

CENTF6C

OP ID: NT

PAGE 2

Date **03/22/2023**

the ongoing operations of the Named Insured under Contract No. 428702, if required by written contract.

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
CONTRACT AMENDMENT JUSTIFICATION FORM**

CA #: A2023078Date Received: Dec. 1, 2022

Send an email to PRG@nashville.gov and attach completed amendment form and supporting documentation.

Contract Title: Cyber Security Services and Real-Time Operational Support Contract Number: 428702
Amendment Number: 2

Requesting Department: ITS Requesting Departmental Contact (Name & Number): John Griffey, 615-880-2786

Contractor's Business Name: Center for Internet Security, Inc Name of Contract Signatory: Deirdre O'Callaghan

Contract Signatory Email Address: deirdre.ocallaghan@cisecurity.org

Address: 31 Tech Valley Dr City: East Greenbush ST: NY Zip: 12061

Revision Accomplishes: Check all that apply

<input type="checkbox"/> Term Extension	New End Date: _____	Include revised schedule if necessary
<input checked="" type="checkbox"/> Contract Value Increase	Original Contract Amount \$220,000 Previously Executed Amendment(s) Amount _____ Current Amendment Amount <u>\$224,000</u> Amendment % Increase 100% <u>103.7037%</u> Proposed Revised Contract Amount <u>\$440,000</u>	Include revised fee schedules, budget, and total contract value as appropriate
<input type="checkbox"/> Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
<input type="checkbox"/> Terms and Conditions Modification		Include applicable exhibits as appropriate along with appropriate redlines
<input type="checkbox"/> Other (Describe)		Include applicable documentation

ACCOUNTING INFORMATION:

BU Number: 14521071 Fund #: 51137 Any Other Accounting Info: OA: 505252

Procurement will route in DocuSign for signatures below

Department Requester

John C Griffey

A handwritten signature in black ink, appearing to be "K. J. Smith", written over a horizontal line.

Requesting Department Director's Signature of Approval

12/1/2022

Date

A2023078

Rec. Dec. 1, 2022

A2023078

CA #: _____

Dec. 1, 2022

Date Received: _____

To be completed by the Procurement Division

Contract Amendment is Approved (Additional Comments: _____

_____)

Contract Amendment is Denied for _____

PURCHASING AGENT: Michelle D. Hernandez Lane **Date:** 12/2/2022 | 1:05 PM

Cantlon, Judy (Finance - Contract Compliance)

From: Griffey, John (ITS)
Sent: Thursday, December 1, 2022 12:59 PM
To: Finance – Procurement Resource Group
Subject: CONTRACT AMENDMENT - Contract Number 428702 CIS.pdf
Attachments: Contract Amendment Request Form - Contract Number 428702 CIS.pdf

We are requesting the increase of the contract value for this contract. This is a contract that is currently going through the sole source process updating, as this contract will be expiring. The reason that the contract amount needs to be increased is that we are now purchasing another security service solution (Crowdstrike EDR) through CIS and using this contract, which pushed the amount over. I am requesting the contract to double in size in anticipation of the renewal of existing services and additional licenses to be purchased prior to the new contract being in place.

Thanks,

John

John Griffey, CISSP, CISM, CRISC, CEH, PCI-DSS ISA
CISO / Assistant Director, Information Security Services
Metropolitan Government of Nashville and Davidson County
Information Technology Services Department
700 President Ronald Reagan Way, Suite 301
P. O. Box 196300
Nashville, TN 37210
Office: 615.880.2786

This e-mail and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the intended recipient or the person responsible for delivering the e-mail to the intended recipient, be advised that you have received this communication in error and that any use, dissemination, forwarding, printing, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately.

Certificate Of Completion

Envelope Id: 5CC2336F83E54EE1AAE71697AB9ADD87	Status: Completed
Subject: Contract Amendment Request Form for ITS - A2023078 Center for Internet Security	
Source Envelope:	
Document Pages: 4	Signatures: 1
Certificate Pages: 15	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope 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 12/1/2022 2:09:30 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
Judy Cantlon Judy.Cantlon@nashville.gov Security Level: Email, Account Authentication (None)	Completed Using IP Address: 170.190.198.185	Sent: 12/1/2022 2:25:52 PM Viewed: 12/1/2022 2:26:40 PM Signed: 12/1/2022 2:27:15 PM

Electronic Record and Signature Disclosure:
Accepted: 12/1/2022 2:26:40 PM
ID: 9f06176a-d864-42f3-8dec-af8fa9625ebe

Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	<i>Michelle A. Hernandez Lane</i> Signature Adoption: Pre-selected Style Using IP Address: 172.58.146.157 Signed using mobile	Sent: 12/1/2022 2:27:18 PM Viewed: 12/2/2022 1:04:18 PM Signed: 12/2/2022 1:05:03 PM
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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**

John Griffey John.Griffey@nashville.gov CISO Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/2/2022 1:05:05 PM
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Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
<p>Accepted: 2/6/2019 12:40:06 PM ID: f2b127b9-81c3-4ffb-aca0-f80edaf9a484</p> <p>Keith Durbin keith.durbin@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/31/2022 7:16:03 AM ID: fe6c1f50-2a1f-4912-b163-be6e6b7fa916</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 12/2/2022 1:05:06 PM
<p>Amber Gardner amber.gardner@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/29/2022 12:37:49 PM ID: 7bf29437-ce50-4cdd-8336-8c55e183f973</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 12/2/2022 1:05:07 PM
<p>PRG prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 12/2/2022 1:05:08 PM Resent: 12/2/2022 1:05:14 PM
<p>Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 12/2/2022 1:05:10 PM Viewed: 12/2/2022 2:59:42 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/1/2022 2:25:52 PM
Certified Delivered	Security Checked	12/2/2022 1:04:18 PM
Signing Complete	Security Checked	12/2/2022 1:05:03 PM
Completed	Security Checked	12/2/2022 1:05:10 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Contract Amendment Abstract

Contract Amendment Information

Contract Title: Cyber Security Services and Real-Time Operational Support

Amendment Summary: Amendment #1 adds back two insurance clauses (E&O/Cyber Security and Professional Liability) that were unintentionally removed from the initial contract. The provisions are currently part of the contractor's coverage for Metro as acknowledged in the COI.

Contract Number: 428702 Amendment Number: 1 Solicitation Number: N/A

Type of Contract: Multi-Year Contract **Requires Council Legislation:** No

Contract Start Date: 06/15/2018 Contract Expiration Date: 06/14/2023 Contract Term: 60months

Previous Estimated Contract Life Value: \$220,000

Amendment Value: \$0 Fund: 51137

New Estimated Contract Life Value: \$220,000 BU: 14521071

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: Matt Dillinger BAO Staff: Michelle Lane

Department(s) Served: ITS

Contractor Information

Contracting Firm: Center for Internet Security, Inc

Address: 31 Tech Valley Dr.

City: East Greenbush State: NY Zip: 12061

Contractor is (Enter Applicable %): SBE %0 SDV %0 MBE %0 WBE %0

Company Contact: Mark Perry Email Address: mark.perry@cisecurity.org

Phone #: 518-266-3476 E1#: 149652

Contract Signatory: Deirdre O'Callaghan Email Address: deirdre.ocallaghan@cisecurity.org

Subcontractor Information

Small Business and Service Disabled

Veteran Business Program: N/A Amount: NA

Percent, if applicable: NA

Procurement Nondiscrimination Program: Program Not Applicable Amount: NA

Percent: NA

Federal Disadvantaged Business Enterprise: No Amount: NA

Percent: NA

* Amounts and/or percentages are not exclusive



**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 428702
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND Center for Internet Security**

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 CENTER FOR INTERNET SECURITY, INC located in East Greenbush, NY.

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 June 15, 2018, Metro Contract numbered 428702, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

1. Amends section **7. INSURANCE** of the original contract by inserting a new clause **7.3a** relative to errors, omissions, professional liability and cyber insurance:

7.3a Errors and Omissions/Cyber Insurance

In the amount of five million (\$5,000,000.00) dollars covering all acts, errors, omissions, negligence, and including infringement of intellectual property, except patent and trade secret, in the performance of services for METRO or on behalf of METRO hereunder. CONTRACTOR's policy will provide for data security & privacy "cyber" coverage, including coverage for unauthorized access and use, failure of security, breach of confidential information, of privacy perils, as well as breach mitigation costs and regulatory coverage.

2. Amends section **7. INSURANCE** of the original contract by inserting a new clause **7.3b** relative to professional liability insurance:

7.3b Professional Liability Insurance

In the amount of one million (\$1,000,000.00) dollars covering claims arising from all real or alleged negligent acts committed in the performance of professional services under this contract.

This amendment has no impact to the contract value.

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.

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Metropolitan Attorney

Contract Number 428702

Amendment Number #1

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

CONTRACTOR

APPROVED AS TO PROJECT SCOPE:

Keith Dublin GN
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

Center for Internet Security, Inc.
Company Name

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle A. Hernandez Lane JH
Purchasing Agent Purchasing

Deirdre O'Callaghan
Signature of Company's Contracting Officer

Deirdre O'Callaghan
Officer's Name

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax O'Neal AN KG
Director of Finance OMB BA

Secretary and Chief Counsel
Officer's Title

APPROVED AS TO FORM AND LEGALITY:

Tara Ladd BC
Metropolitan Attorney Insurance

David Briley EP
Metropolitan Mayor COO

ATTESTED:

Elizabeth Waites
Metropolitan Clerk

10/9/2018 | 4:39 PM CDT

Date

NOTEPAD:

HOLDER CODE

INSURED'S NAME

Center For Internet Security

CENTF6C

OP ID: SMS

PAGE 2

Date **03/23/2018**

the ongoing operations of the Named Insured, if required by written contract.

Certificate Of Completion

Envelope Id: 24F1FA075DA14913B37878119694C4A7	Status: Completed
Subject: Metro Contract 428702 Amendment 1 with Center for Internet Security, Inc. (ITS)	
Source Envelope:	
Document Pages: 5	Signatures: 7
Certificate Pages: 17	Initials: 7
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: 170.190.198.190

Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
10/3/2018 8:56:59 AM	prg@nashville.gov	

Signer Events

Signer Events	Signature	Timestamp
Jamie Hunter jamie.hunter@nashville.gov Procurement Resource Specialist Procurement Security Level: Email, Account Authentication (None)	<i>JH</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 10/3/2018 9:17:37 AM Viewed: 10/3/2018 10:41:18 AM Signed: 10/3/2018 11:02:01 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Terri R Troup terri.troup@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)	<i>TRT</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 10/3/2018 11:02:03 AM Viewed: 10/3/2018 11:40:43 AM Signed: 10/3/2018 11:40:57 AM
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Gregg Nicholson Gregg.Nicholson@nashville.gov Gregg Nicholson Security Level: Email, Account Authentication (None)	<i>GN</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 10/3/2018 11:40:58 AM Viewed: 10/3/2018 11:41:40 AM Signed: 10/3/2018 11:42:27 AM
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Electronic Record and Signature Disclosure:

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Kati Guenther Kati.Guenther@nashville.gov Security Level: Email, Account Authentication (None)	<i>KG</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 10/3/2018 11:42:30 AM Viewed: 10/3/2018 12:21:10 PM Signed: 10/3/2018 12:21:43 PM
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Electronic Record and Signature Disclosure:

Accepted: 10/3/2018 12:21:10 PM
ID: 1d6ed21e-c81a-49ec-94d1-a144e9a92528

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

Deirdre O'Callaghan

deirdre.ocallaghan@cisecurity.org

Secretary and Chief Counsel

Center for Internet Security, Inc.

Security Level: Email, Account Authentication
(None)*Deirdre O'Callaghan*Signature Adoption: Pre-selected Style
Using IP Address: 69.195.43.82

Sent: 10/3/2018 12:21:46 PM

Viewed: 10/4/2018 10:06:04 AM

Signed: 10/4/2018 10:06:20 AM

Electronic Record and Signature Disclosure:

Accepted: 10/4/2018 10:06:04 AM

ID: 1ef7e862-3687-4198-b2f5-0c6f30217287

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: 170.190.198.185

Sent: 10/4/2018 10:06:23 AM

Viewed: 10/5/2018 8:45:46 AM

Signed: 10/5/2018 8:46:00 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Keith Durbin

keith.durbin@nashville.gov

Security Level: Email, Account Authentication
(None)*Keith Durbin*Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.190

Sent: 10/5/2018 8:46:02 AM

Viewed: 10/8/2018 8:43:59 AM

Signed: 10/8/2018 8:44:31 AM

Electronic Record and Signature Disclosure:

Accepted: 10/8/2018 8:43:59 AM

ID: b0920d83-3721-4c9d-827e-c065b485c76d

Anthony Neumaier

tony.neumaier@nashville.gov

Security Level: Email, Account Authentication
(None)*AN*Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.190

Sent: 10/8/2018 8:44:34 AM

Viewed: 10/8/2018 8:53:05 AM

Signed: 10/8/2018 8:53:11 AM

Electronic Record and Signature Disclosure:

Accepted: 7/14/2014 1:44:52 PM

ID: 2e2f05e2-4572-47e6-9522-63ea06f33a0d

Talia Lomax O'dneal

talia.lomaxodneal@nashville.gov

Security Level: Email, Account Authentication
(None)*Talia Lomax O'dneal*Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.100

Sent: 10/8/2018 8:53:13 AM

Viewed: 10/8/2018 10:17:31 AM

Signed: 10/8/2018 10:17:39 AM

Electronic Record and Signature Disclosure:

Accepted: 10/8/2018 10:17:31 AM

ID: ba16813c-10a1-4a3e-ab77-c8355f4b816b

Sally Palmer

sally.palmer@nashville.gov

Security Level: Email, Account Authentication
(None)**Completed**

Using IP Address: 170.190.198.100

Sent: 10/8/2018 10:17:42 AM

Viewed: 10/8/2018 11:51:06 AM

Signed: 10/8/2018 11:54:06 AM

Electronic Record and Signature Disclosure:

Accepted: 10/8/2018 11:51:06 AM

ID: ee0b9812-f85e-43c0-bce3-dbc772e6f374

Signer Events	Signature	Timestamp
<p>Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>BC</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144</p>	<p>Sent: 10/8/2018 11:54:10 AM Viewed: 10/8/2018 12:03:41 PM Signed: 10/8/2018 12:04:13 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 10/8/2018 12:03:41 PM ID: dd403056-56fa-4f62-be17-c8b559d3e366</p>		
<p>Tara Ladd theresa.costonis@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Tara Ladd</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144</p>	<p>Sent: 10/8/2018 12:04:15 PM Viewed: 10/8/2018 1:51:09 PM Signed: 10/8/2018 1:51:25 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 10/8/2018 1:51:09 PM ID: ee303b21-a369-4807-b1ea-eba4f2b25e64</p>		
<p>Emily Passini Emily.Passini@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>EP</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 10/8/2018 1:51:27 PM Viewed: 10/9/2018 7:21:10 AM Signed: 10/9/2018 7:21:38 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 10/9/2018 7:21:10 AM ID: f73cdafd-b2af-4e64-9573-a82dfe6c1fab</p>		
<p>David Briley David.Briley@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>David Briley</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 10/9/2018 7:21:41 AM Viewed: 10/9/2018 2:15:53 PM Signed: 10/9/2018 2:16:56 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 10/9/2018 2:15:53 PM ID: 55a956f5-d4e7-41d6-be2c-e7384224dc1a</p>		
<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: 174.195.131.62 Signed using mobile</p>	<p>Sent: 10/9/2018 2:16:58 PM Viewed: 10/9/2018 4:39:07 PM Signed: 10/9/2018 4:39:37 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 10/9/2018 4:39:07 PM ID: 5f1b6dbb-d015-4424-b152-b444ca586fee</p>		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 170.190.198.100	Sent: 10/8/2018 11:54:09 AM Viewed: 10/8/2018 11:59:36 AM Completed: 10/9/2018 4:39:40 PM

Electronic Record and Signature Disclosure:
Accepted: 10/8/2018 11:54:52 AM
ID: 601c08c7-440c-4484-9187-216fccd7b0de

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
Tina Burt Tina.Burt@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/9/2018 4:39:40 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/9/2018 4:39:40 PM
Certified Delivered	Security Checked	10/9/2018 4:39:40 PM
Completed	Security Checked	10/9/2018 4:39:40 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

Contract InformationContract & Solicitation Title: Cyber security services and real-time operational support.Contract Summary: Provide cyber security services and real-time operational support.Contract Number: 428702 Solicitation Number: N/A Requisition Number: N/AType of Contract/PO: Multi-Year Contract Requires Council Legislation: NoEstimated Start Date: 06/15/2018 Estimated Expiration Date: 06/14/2023 Contract Term: 60
monthsEstimated Contract Life Value: \$220,000.00 Fund: 51137 BU: 14521071Payment Terms: Net 30 Selection Method: Sole SourceProcurement Staff: Matt Dillinger BAO Staff: Bryan GleasonDepartment(s) Served: ITS**Contractor Information**Contracting Firm: Center for Internet Security, Inc.Address: 31 Tech Valley DriveCity: East Greenbrush State: NY Zip: 12061Contractor is (Enter Applicable %): SBE SDV MBE WBE Company Contact: Mark Perry Email Address: mark.perry@cisecurity.orgPhone #: 518-266-3476 E1#: 149652Contract Signatory: Deirdre O'Callaghan Email Address: deirdre.ocallaghan@cisecurity.org**Subcontractor Information**

Small Business and Service Disabled

Veteran Business Program: N/A Amount: N/APercent, if applicable: N/AProcurement Nondiscrimination Program: Program Not Applicable Amount: N/APercent: N/AFederal Disadvantaged Business Enterprise: No Amount: N/A

* Amounts and/or percentages are not exclusive

Percent: N/A**Summary of Offers**

	Score (RFQ Only)	Evaluated Cost	Result
<u>Center for Internet Security, Inc.</u>	<u>N/A</u>	<u>N/A</u>	<u>Approved Sole Source Form</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<u>No Other Offers</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<u>No Other Offers</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<u>No Other Offers</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<u>No Other Offers</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 **Center for Internet Security, Inc.** ("CONTRACTOR") located at **31 Tech Valley Drive, East Greenbush, NY 12061**. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
 - *Exhibit A Pricing*
 - *Exhibit B Responsibilities of the Parties*
- *The Approved Sole Source Justification Form and supporting documentation (all made a part of this contract by reference),*
- *Purchase Orders (and PO Changes),*

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

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

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide cyber security services and operational support to the Metropolitan Government of Nashville and Davidson County.

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 \$216,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

4.2. Other Fees

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

4.3. Payment Methodology

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

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

4.4. Electronic Payment

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

4.5. Invoicing Requirements

CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately

delivered/performed products and/or services, whichever is less frequent. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or services have been delivered/performed.

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

4.6. Subcontractor/Subconsultant Payments

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

5. TERMINATION

5.1. Breach

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

5.2. Lack of Funding

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

5.3. Notice

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

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

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

6.2. Nondiscrimination Requirement

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

6.3. Covenant of Nondiscrimination

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

6.4. Americans with Disabilities Act (ADA)

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

7. INSURANCE

7.1. Proof of Insurance

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

7.2. Products Liability Insurance

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

7.3. General Liability Insurance

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

7.4. Automobile Liability Insurance

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

7.5. Worker's Compensation Insurance (if applicable)

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

7.6. Such insurance shall:

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

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

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

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

7.7. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled,

allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

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

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

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

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

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

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

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

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

8. GENERAL TERMS AND CONDITIONS

8.1. Taxes

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

8.2. Warranty

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

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice. Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

8.3. Software License

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

8.4. Confidentiality

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

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

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

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

8.5. Information Ownership

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

8.6. Information Security Breach Notification

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 conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

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

8.12. Modification of Contract

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

8.13. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto

shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

8.14. Waiver

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

8.15. Employment

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

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

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

8.16. Compliance with Laws

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

8.17. Iran Divestment Act

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

8.18. Taxes and Licensure

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

8.19. Ethical Standards

CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

8.20. Indemnification and Hold Harmless

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

- A. Any 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:

**METRO'S CHIEF ACCOUNTANT
DIVISION OF ACCOUNTS
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

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

8.23. Entire Contract

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

8.24. Force Majeure

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

8.25. Governing Law

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

8.26. Venue

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

8.27. Severability

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

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Contract Number 428702

Notices and Designation of Agent for Service of Process

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

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

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Center for Internet Security, Inc.
Attention: Mark Perry
Address: 31 Tech Valley Drive, East Greenbush, NY 12061
Telephone: (518) 266-3476
Fax: (518) 880-
E-mail: mark.perry@cisecurity.org

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

Designated Agent: CT Corporation System
Attention: Seth Gruba
Address: 300 Montvue Road, Knoxville, TN 37919-5546

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Contract Number 428702

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

CONTRACTOR

APPROVED AS TO PROJECT SCOPE:

Keith Durbin GN
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

Center for Internet Security, Inc.
Company Name

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle R. Hernandez Lane MD
Purchasing Agent Purchasing

Deirdre O'Callaghan
Signature of Company's Contracting Officer

Deirdre O'Callaghan
Officer's Name

APPROVED AS TO AVAILABILITY OF FUNDS:

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

Secretary and Chief Counsel
Officer's Title

APPROVED AS TO FORM AND LEGALITY:

Tara Ladd BL
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Elizabeth Waites 7/31/2018 | 3:59 PM CDT
Metropolitan Clerk Date

Exhibit A Pricing



**5-Year Cost Projection
Metropolitan Government of Nashville and
Davidson County
Period: 1/1/18 – 12/31/23**

The following is 5 year cost projection for the Metropolitan Government of Nashville and Davidson County to continue with the current cyber security services provided by CIS.

Metropolitan Government of Nashville and Davidson County								
5 Year Cost Projection from 1/1/2018 - 12/31/2023 to continue CIS - Cyber Security Services								
<u>Service Costs are subject to change at any time</u>								
Current Costs:								
		Monthly						
		Per	Annual					
	Qty	Device	Cost	Year #1	Year #2	Year #3	Year #4	Year #5
Firewall Monitoring	2	\$1,330	\$31,920	\$31,920	\$31,920	\$31,920	\$31,920	\$31,920
Network Monitoring	1	\$940	\$11,280	\$11,280	\$11,280	\$11,280	\$11,280	\$11,280
Totals				\$43,200	\$43,200	\$43,200	\$43,200	\$43,200
Grand Total 5 Years								\$216,000

- CIS provides annual invoicing.

Please direct all correspondence and questions to:

Mark Perry
Program Executive – Business Development
Center for Internet Security (CIS)
31 Tech Valley Drive
East Greenbush, NY 12061
Office 518-266-3476

Exhibit B

RESPONSIBILITIES OF THE PARTIES

The following terms and conditions apply to Cyber Security Services provided by Contractor to City, as set forth in Exhibit A of the Agreement.

I. Contractor Responsibilities

A. Contractor will provide the following as part of the Cyber Security Services ("CSS"), as specified below:

1. Analysis of events from monitored devices for attacks and malicious traffic;
2. Analysis of security events;
3. Correlation of security data/logs/events with information from other sources;
4. Notification of security events per the Escalation Procedures provided by City.

5. Contractor will be responsible for ensuring that all upgrades, patches, configuration changes and signature upgrades are applied to devices *managed under this Agreement*.

6. Access to Netflow Data: Contractor will process batch flow queries of Netflow data upon City's request.

B. Contractor Security Operation Center - Contractor will provide 24/7 telephone (1-866-787-4722) availability for assistance with events detected by the CSS.

C. Monthly Reports – Contractor will provide City with monthly reports that include a summary of device availability, events and trouble tickets for the previous month and a summary of security incidents for City.

II. City Responsibilities

A. City acknowledges and agrees that Contractor's ability to perform the Cyber Security Services is subject to City fulfilling certain responsibilities listed below. City acknowledges and agrees that neither Contractor shall have any responsibility whatsoever to perform or to continue to perform Cyber Security Services in the event City fails to meet its responsibilities described below.

B. For purposes of this Agreement, City acknowledges and agrees that only those security devices supported by Contractor fall within the scope of this Agreement.

Exhibit B

C. City shall provide logistic support in the form of rack space, electricity, Internet connectivity, and any other infrastructure necessary to support communications at City's expense.

D. City shall provide the following to Contractor prior to the commencement of service and at any time during the Term of the Agreement if the information changes:

1. Current network diagrams to facilitate analysis of security events on the portion(s) of City's network being monitored. Network diagrams will need to be revised whenever there is a substantial network change;
2. Reasonable assistance to Contractor, including, but not limited to, providing all technical information related to the Service(s) reasonably requested by Contractor, to enable Contractor to perform the Service(s) for the benefit of City;
3. Public and Private IP address ranges including a list of servers being monitored including the type, operating system and configuration information; and list of IP ranges and addresses that are not in use by the City (DarkNet space);
4. Completed Pre-Installation Questionnaires (PIQ). The PIQ will need to be revised whenever there is a change that would affect Contractor's ability to provide the Cyber Security Services; and
5. Accurate and up-to-date information, including the name, email, landline, mobile, and pager numbers for all designated, authorized Point of Contact(s).

E. During the Term of this Agreement, City shall provide the following:

1. Written notification to Contractor SOC (SOC@cisecurity.org) at least thirty (30) days in advance of changes in hardware or network configuration affecting Contractor's ability to provide Cyber Security Services;

Exhibit B

2. Written notification to Contractor SOC (SOC@cisecurity.org) at least twelve (12) hours in advance of any scheduled downtime or other network and system administration scheduled tasks that would affect Contractor's ability to provide Cyber Security Services;
3. A completed Emergency Escalation Procedure Form including the name, e-mail address and 24/7 contact information for all designated Points of Contact (POC). A revised Emergency Escalation Procedure Form must be submitted when there is a change in status for any POC;
4. Sole responsibility for maintaining current maintenance and technical support contracts with City's hardware vendors for any device affected by CSS;
5. Active involvement with Contractor SOC to resolve any tickets requiring City input or action;
6. Reasonable assistance in remotely installing and troubleshooting devices including hardware and communications, and
7. Ensuring any devices receiving CSS conform to the specifications provided by Contractor.

NOTEPAD:

HOLDER CODE

INSURED'S NAME

Center For Internet Security

CENTF6C

OP ID: SMS

PAGE 2

Date **03/23/2018**

the ongoing operations of the Named Insured, if required by written contract.

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



Send an email to PRG@nashville.gov and attach completed sole source form and supporting documentation.

Proposed supplier MUST be Registered in IProcurement

Date: 1/23/2018 Requesting Department/Agency/Commission: Information Technology Services
Requesting Official: John Griffey Telephone #: 615-880-2786 This is for a multi-year contract.
Product/Service Description: Center for Internet Security, Inc (The Multi-State Information Sharing and Analysis Center)
Total Purchase (Enter the value for the entire contract life) Price: \$220,000
Handwritten notes: 3/21/18, \$216,000, yr1-\$43,200, yr2-43,200, yr3-43,200, yr4-43,200, yrs-43,200
BU Number: 14521071 Fund #: _____ Object Account: 505252 Any Other Accounting Info: _____

Proposed Supplier: Center for Internet Security, Inc Proposed Supplier Contact: Mark Perry
Supplier Address: 31 Tech Valley Drive City: East Greenbush ST: NY Zip: 12061
Supplier Telephone #: 518 266-3476 Supplier Email: mark.perry@cisecurity.org

Metro Code: 4.12.060 Sole Source Procurement.

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

R4.12.060.02 Conditions for Use of Sole Source Procurement.

Other, see explanation below

If Other, Explain Request: Cost reflects 5 years (full value of contract). The Multi-State Information Sharing and Analysis Center (MS-ISAC) is a division of the national not-for-profit Center for Internet Security (CIS). The MS-ISAC/CIS is a voluntary and collaborative organization based on a strong partnership with the Office of Cybersecurity and Communications within the U.S. Department of Homeland Security (DHS). The MS-ISAC/CIS has been designated by DHS as the key resource for cyber threat prevention, protection, response and recovery for the nation's state, local, territorial, and tribal (SLTT) governments. Through its state-of-the-art 24/7/365 Cyber Security Operations Center, the MS-ISAC/CIS serves as a central resource for situational awareness and incident response specific for state, local, territorial and tribal governments.

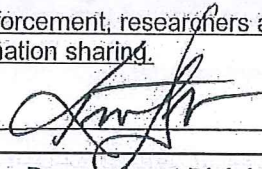
In addition to the membership benefits available to SLTTs at no cost, the MS-ISAC/CIS provides a number of strategic cyber security services on a fee basis. MS-ISAC/CIS offers a number of services including network monitoring, vulnerability assessments and consulting services. The following points represent what makes the MS-ISAC/CIS services unique:

- Government-specific focus that provides solutions tailored to SLTT governments cyber security needs
- Correlation of data from multiple public and private partners

Historical log analysis performed on all logs collected for specific threats reported by partners and/or trusted third parties

- Leveraging volume pricing for all partners
- Integration of research on threats SPECIFIC to SLTTs
- Experienced cyber security analysts who review each cyber security event or reported vulnerability, which results in minimizing the number of false-positive notifications
- Availability of an Incident Response Team for forensic and malware analysis
- 24/7/365 technical, research, and remediation support for cyber security incidents
- Trusted relationships with the federal government, law enforcement, researchers and major hardware and software vendors to further facilitate situational awareness and information sharing.

Requesting Department Director's Signature of Approval: _____



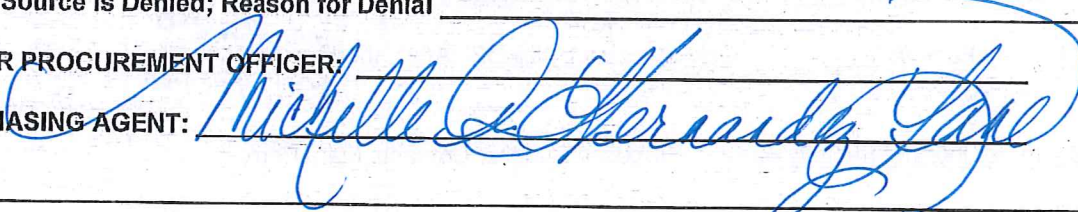
To be completed by the Procurement Division

Sole Source is Approved

Sole Source is Denied; Reason for Denial _____

SENIOR PROCUREMENT OFFICER: _____

PURCHASING AGENT: _____



3/2/18



**5-Year Cost Projection
Metropolitan Government of Nashville and
Davidson County
Period: 1/1/18 – 12/31/23**

The following is 5 year cost projection for the Metropolitan Government of Nashville and Davidson County to continue with the current cyber security services provided by CIS.

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Grand Total 5 Years								\$216,000

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Mark Perry
Program Executive – Business Development
Center for Internet Security (CIS)
31 Tech Valley Drive
East Greenbush, NY 12061
Office 518-266-3476



Certificate Of Completion

Envelope Id: C768AA5FA05A428AAD07F0F69443E180	Status: Completed
Subject: Metro Contract 428702 with Center for Internet Security, Inc. (ITS)	
Source Envelope:	
Document Pages: 25	Signatures: 6
Certificate Pages: 17	Initials: 6
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: 170.190.198.190

Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
6/18/2018 12:59:00 PM	prg@nashville.gov	

Signer Events

Signature	Timestamp
<p>Matt Dillinger matt.dillinger@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Using IP Address: 170.190.198.190</p>	<p>Sent: 6/18/2018 1:06:01 PM Viewed: 6/18/2018 1:12:38 PM Signed: 6/18/2018 1:13:26 PM</p>

Electronic Record and Signature Disclosure:
 Accepted: 6/18/2018 1:12:38 PM
 ID: bf242fa6-8ec8-4ee3-932f-a1dc5252d58d

<p>Terri R Troup terri.troup@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County</p> <p>Using IP Address: 170.190.198.190</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>TKT</p>	<p>Sent: 6/18/2018 1:13:28 PM Viewed: 6/19/2018 8:47:23 AM Signed: 6/19/2018 8:48:05 AM</p>
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

<p>Gregg Nicholson Gregg.Nicholson@nashville.gov Gregg Nicholson Security Level: Email, Account Authentication (None)</p> <p>Using IP Address: 170.190.198.190</p>	<p>GN</p>	<p>Sent: 6/19/2018 8:48:08 AM Viewed: 6/19/2018 8:58:46 AM Signed: 6/19/2018 8:59:11 AM</p>
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Electronic Record and Signature Disclosure:
 Accepted: 6/19/2018 8:58:46 AM
 ID: 9108ba74-1aeb-41a5-94f7-5acfd36aea9d

<p>Kati Guenther Kati.Guenther@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Using IP Address: 170.190.198.190</p>	<p>KG</p>	<p>Sent: 6/19/2018 8:59:14 AM Viewed: 6/19/2018 9:15:04 AM Signed: 6/19/2018 9:15:12 AM</p>
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Electronic Record and Signature Disclosure:
 Accepted: 6/19/2018 9:15:04 AM
 ID: 9d86cfcb-17c4-4753-875e-2557d025463c

Signer Events	Signature	Timestamp
<p>Deirdre O'Callaghan deirdre.ocallaghan@cisecurity.org Secretary and Chief Counsel Center for Internet Security, Inc. Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 6/19/2018 9:35:41 AM ID: e52a7e2d-26fa-4e51-8227-4648ee4e0833</p>	<p><i>Deirdre O'Callaghan</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 69.195.43.82</p>	<p>Sent: 6/19/2018 9:15:15 AM Viewed: 6/19/2018 9:35:41 AM Signed: 7/27/2018 11:05:39 AM</p>
<p>Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Michelle A. Hernandez Lane</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190</p>	<p>Sent: 7/27/2018 11:05:43 AM Viewed: 7/27/2018 3:29:40 PM Signed: 7/27/2018 3:42:29 PM</p>
<p>Keith Durbin keith.durbin@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/30/2018 9:04:11 AM ID: 4351db4d-19ae-4edd-9e86-ae215928bbe</p>	<p><i>Keith Durbin</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190</p>	<p>Sent: 7/27/2018 3:42:33 PM Viewed: 7/30/2018 9:04:11 AM Signed: 7/30/2018 9:04:34 AM</p>
<p>Anthony Neumaier tony.neumaier@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/14/2014 1:44:52 PM ID: 2e2f05e2-4572-47e6-9522-63ea06f33a0d</p>	<p><i>AN</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 99.175.230.120 Signed using mobile</p>	<p>Sent: 7/30/2018 9:04:37 AM Viewed: 7/30/2018 3:59:04 PM Signed: 7/30/2018 3:59:19 PM</p>
<p>Talia Lomax O'dneal talia.lomaxodneal@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/30/2018 4:08:39 PM ID: 3cca9c67-fa9c-4d84-838c-0864344a6d54</p>	<p><i>Talia Lomax O'dneal</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 7/30/2018 3:59:22 PM Viewed: 7/30/2018 4:08:39 PM Signed: 7/30/2018 4:08:54 PM</p>
<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/31/2018 8:20:09 AM ID: c2aa966d-e7fc-408a-93ff-d08840929998</p>	<p>Completed</p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 7/30/2018 4:08:57 PM Viewed: 7/31/2018 8:11:11 AM Signed: 7/31/2018 8:19:44 AM</p>

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

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

BC

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 Viewed: 7/31/2018 8:56:39 AM
 Signed: 7/31/2018 9:01:02 AM

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

Electronic Record and Signature Disclosure:

Accepted: 7/31/2018 8:56:39 AM
 ID: c21a83f3-2878-4732-a267-30d192a7b944

Tara Ladd
 tara.ladd@nashville.gov
 Security Level: Email, Account Authentication
 (None)

Tara Ladd

Sent: 7/31/2018 9:01:05 AM
 Viewed: 7/31/2018 11:06:54 AM
 Signed: 7/31/2018 11:11:20 AM

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

Electronic Record and Signature Disclosure:

Accepted: 7/31/2018 11:06:54 AM
 ID: 9561bbd7-406c-4e38-95f8-15e70db1b416

Elizabeth Waites
 Elizabeth.Waites@nashville.gov
 Security Level: Email, Account Authentication
 (None)

Elizabeth Waites

Sent: 7/31/2018 11:11:24 AM
 Viewed: 7/31/2018 3:59:05 PM
 Signed: 7/31/2018 3:59:13 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 170.190.198.100

Electronic Record and Signature Disclosure:

Accepted: 7/31/2018 3:59:05 PM
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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

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

VIEWED

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Using IP Address: 170.190.198.100

Electronic Record and Signature Disclosure:

Accepted: 7/31/2018 8:20:09 AM
 ID: c2aa966d-e7fc-408a-93ff-d08840929998

Certified Delivery Events**Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Bryan Gleason
 bryan.gleason@nashville.gov
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 7/31/2018 3:59:17 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events**Status****Timestamp**

John Griffey

John.Griffey@nashville.gov

ID Div Mgr - Ent Services and Net Sec

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

COPIED

Sent: 7/31/2018 3:59:18 PM

Mark Perry

Mark.Perry@cisecurity.org

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

COPIED

Sent: 7/31/2018 3:59:19 PM

Viewed: 7/31/2018 4:57:27 PM

Notary Events**Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

7/31/2018 3:59:19 PM

Certified Delivered

Security Checked

7/31/2018 3:59:19 PM

Completed

Security Checked

7/31/2018 3:59:19 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

Certificate Of Completion

Envelope Id: 2EC7706BD8E849CD83D6AAE73C0CBD30

Status: Sent

Subject: Metro Contract 428702 Amendment 2 with Center for Internet Security, Inc (ITS)

Source Envelope:

Document Pages: 91

Signatures: 10

Certificate Pages: 18

Initials: 4

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Procurement Resource Group

730 2nd Ave. South 1st Floor

Nashville, TN 37219

prg@nashville.gov

IP Address: 170.190.198.190

Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

4/3/2023 1:52:56 PM

prg@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and Davidson County

Location: DocuSign

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

Terri L. Ray

Terri.Ray@nashville.gov

Finance Manager

Metropolitan Government of Nashville and Davidson County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign



Sent: 4/3/2023 3:29:09 PM

Viewed: 4/3/2023 3:33:02 PM

Signed: 4/3/2023 3:33:08 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.190

Gregg Nicholson

Gregg.Nicholson@nashville.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign



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Viewed: 4/4/2023 7:19:03 AM

Signed: 4/4/2023 7:19:16 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Accepted: 4/4/2023 7:19:03 AM

ID: e47ce174-42f4-4772-9c3e-bcd58bfa55aa

Elizabeth Jefferson

elizabeth.jefferson@nashville.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign



Sent: 4/4/2023 7:19:23 AM

Viewed: 4/4/2023 10:51:26 AM

Signed: 4/4/2023 11:27:35 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.190

Electronic Record and Signature Disclosure:

Accepted: 4/4/2023 10:51:26 AM

ID: 86fdbf9a-129f-4723-aeb4-6b06b9ed34fe

Laurie Hester

laurie.hester@cisecurity.org

Sr. Dir. Sales Ops

Center for Internet Security

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign






Sent: 4/4/2023 11:27:40 AM

Viewed: 4/5/2023 7:47:16 AM

Signed: 4/5/2023 8:14:27 AM

Signature Adoption: Pre-selected Style

Using IP Address: 69.195.43.82

Signer Events	Signature	Timestamp
<p>Accepted: 4/5/2023 7:47:16 AM ID: 9e7af88e-8aa9-42ef-99f4-19e99da9beb9</p>		
<p>Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)</p>	<p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190</p>	<p>Sent: 4/5/2023 8:14:35 AM Viewed: 4/5/2023 11:19:51 AM Signed: 4/5/2023 12:17:19 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Keith Durbin keith.durbin@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p></p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 170.190.198.185</p>	<p>Sent: 4/5/2023 12:17:26 PM Viewed: 4/6/2023 7:23:11 AM Signed: 4/6/2023 7:23:35 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 4/6/2023 7:23:11 AM ID: 60b57d9e-abd5-4402-a3e3-e212cb031af8</p>		
<p>Kelly FlanneryTJE Tom.Eddlemon@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)</p>	<p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 4/6/2023 7:23:45 AM Viewed: 4/6/2023 8:21:53 AM Signed: 4/6/2023 8:22:57 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 4/6/2023 8:21:53 AM ID: 3706e1c1-e6cf-431c-9044-608b9d4a6962</p>		
<p>Kelly Flannery kelly.flannery@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 4/6/2023 8:23:08 AM Viewed: 4/6/2023 8:23:46 AM Signed: 4/6/2023 8:24:02 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 4/6/2023 8:23:46 AM ID: 2fc43566-bff5-42f9-ae7c-73b8ea1fb1c9</p>		
<p>Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 4/6/2023 8:24:12 AM Viewed: 4/6/2023 8:25:44 AM Signed: 4/6/2023 8:25:56 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 4/6/2023 8:25:44 AM ID: 2edd6520-647e-47c4-bc9b-05ef4bb2e38d</p>		

Signer Events	Signature	Timestamp
<p>Erica Haber ericahaber@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Erica Haber</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 4/6/2023 8:26:04 AM Viewed: 4/6/2023 9:32:04 AM Signed: 4/6/2023 9:36:25 AM</p>

Electronic Record and Signature Disclosure:
Accepted: 4/6/2023 9:32:04 AM
ID: 466bf313-c091-4a8b-950b-b614278975f8

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

Sent: 4/6/2023 9:36:34 AM

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

Brianna Minter
brianna.minter@nashville.gov
Security Level: Email, Account Authentication (None)

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Sent: 4/3/2023 3:29:10 PM
Viewed: 4/3/2023 3:52:36 PM

Electronic Record and Signature Disclosure:
Accepted: 2/21/2023 1:37:07 PM
ID: 592efa79-a0f1-441f-96f1-dcbaed5a2dd3

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

COPIED

Sent: 4/6/2023 9:36:30 AM

Electronic Record and Signature Disclosure:
Accepted: 4/6/2023 8:40:47 AM
ID: 9f8dab12-53b8-4be9-a542-d361e18832a1

Erica Haber
ericahaber@nashville.gov
Security Level: Email, Account Authentication (None)

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Sent: 4/6/2023 9:36:32 AM

Electronic Record and Signature Disclosure:
Accepted: 4/6/2023 9:32:04 AM
ID: 466bf313-c091-4a8b-950b-b614278975f8

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

Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
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Accepted: 3/31/2023 10:24:47 AM
ID: 1e67215a-c93d-48ef-9d6a-8352b6204c36

Christopher Wood

Christopher.Wood@nashville.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

John Griffey

John.Griffey@nashville.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 2/6/2019 12:40:06 PM
ID: f2b127b9-81c3-4ffb-aca0-f80edaf9a484

Amber Gardner

Amber.Gardner@nashville.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 12/26/2022 6:53:53 PM
ID: f39b7bb9-bb2b-47dd-b058-d2ecba0c41d3

Jessica Angulo

jessica.angulo@nashville.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ashanti Hoyles

ashanti.hoyles@cisecurity.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Larry Law

larry.law@nashville.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dawn Clark

Dawn.Clark@nashville.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 12/7/2022 8:49:10 AM
ID: 31b09883-d85f-40a5-bd8a-50d58d46321e

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	4/3/2023 3:29:10 PM
Envelope Updated	Security Checked	4/5/2023 11:31:55 AM

Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	4/5/2023 11:31:55 AM
Envelope Updated	Security Checked	4/5/2023 11:31:55 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
