

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 11/18/25

Resolution Ordinance

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): A resolution approving amendment two to a contract between The Metropolitan Government of Nashville and

Davidson County and Southern Sales Co, a Division of Tencarva Machinery.

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

Proposing Department: _____ Requested By: _____

Affected Department(s): _____ Affected Council District(s): _____

Legislative Category (check one):

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

FINANCE Amount +/-: \$ _____ Funding Source: Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources	Match: \$ _____ Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: _____ Date to Finance Director's Office: <u>11/3/2025 4:31 PM CST</u> APPROVED BY FINANCE DIRECTOR'S OFFICE: <u>Jennifer Redinger</u>
Approved by OMB: <u>Alla Cross</u> Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: _____	

ADMINISTRATION	
Council District Member Sponsors: _____	
Council Committee Chair Sponsors: _____	
Approved by Administration: _____	Date: _____

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

Department of Law – White Copy

Administration –Yellow Copy

Finance Department - Pink Copy

RESOLUTION NO. _____

A resolution approving amendment two to a contract between The Metropolitan Government of Nashville and Davidson County and Southern Sales Co, a Division of Tencarva Machinery.

WHEREAS, Resolution No. RS2020-625 approved a sole source contract (Contract No. 6469119) between the Metropolitan Government and Southern Sales Co, a Division of Tencarva Machinery, for the provision of products, parts and equipment for specific brands of water products; and

WHEREAS, Ordinance No. BL2024-308 approved amendment one to this contract, which extended the contract term through November 2030, increased the contract value, and updated Exhibit A – Pricing; and,

WHEREAS, the parties wish to amend the proof of insurance clause by removing the requirement to identify the project name, RFQ, or contract number on the ACORD document; and,

WHEREAS, the parties wish to remove and replace Exhibit A – Pricing to reflect product availability changes; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that amendment two be approved.

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

Section 1: That amendment two to the contract between The Metropolitan Government of Nashville and Davidson County and Southern Sales Co, a Division of Tencarva Machinery, attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

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

RECOMMENDED BY:

Dennis Rowland
Dennis Rowland
Purchasing Agent

INTRODUCED BY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Jenneen Reed/mjw
Jenneen Reed, Director
Department of Finance

Member(s) of Council

APPROVED AS TO FORM AND
LEGALITY:

Hannah Zeitlin

Assistant Metropolitan Attorney

Contract Amendment Abstract

Contract Amendment Information

Contract Title: Various Brand Specific (See Exhibit A) Products, Parts, and Equipment

Amendment Summary: Remove and replace Exhibit A - Pricing to reflect product availability changes. Amend clause 7.1 Proof of Insurance to remove the requirement to identify the project name, RFQ or Contract number on the ACORD document and add Boycott of Israel as clause 8.18 and renumber each subsequent clause.

Contract Number: 6469119 Amendment Number: 2 Request Number: A2026033

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

High Risk Contract (Per Finance Department Contract Risk Management Policy): Yes

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

Contract Start Date: 11/06/2020 Contract Expiration Date: 11/06/2030 Contract Term: 10 Years

Previous Estimated Contract Life Value: \$30,000,000.00

Amendment Value: \$0.00 Fund: 67331*

New Estimated Contract Life Value: \$30,000,000.00 BU: 65558020*

(* 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: Jan Harvey BAO Staff: Jeremy Frve

Procuring Department: Water Services Department(s) Served: Water Services

Prime Contractor Information

Prime Contracting Firm: Southern Sales Co, a Division of Tencarva Machinery ISN#: 7811

Address: 2937 Kraft Drive City: Nashville State: TN Zip: 37204

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

Prime Company Contact: Brent Fulghum Email Address: bfulghum@southernsalesinc.com

Phone #: 615-727-6204

Prime Contractor Signatory: Jeremy Reese Email Address: jreese@tencarva.com

Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: N/A
 Amount: N/A Percent, if applicable: N/A

Equal Business Opportunity 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 6469119
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND SOUTHERN SALES CO, A DIVISION OF TENCARVA MACHINERY**

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 SOUTHERN SALES CO, A DIVISION OF TENCARVA MACHINERY located in NASHVILLE, TN.

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 November 6, 2020, Metro Contract numbered 6469119, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

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

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

2. Insert Boycott of Israel clause as 8.18 and renumber each subsequent clause. Inserted clause shall read as follows:

"Boycott of Israel

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

3. Remove and replace Exhibit A-Pricing to reflect product availability changes.

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 6469119

Amendment Number 2

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

APPROVED AS TO PROJECT SCOPE:

Scott Potter TV
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

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

Dennis Rowland DR
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Jennine Reed/MLL AC
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Hannah Beitlin B
Metropolitan Attorney Insurance

Metropolitan Mayor COO

ATTESTED:

Metropolitan Clerk Date

CONTRACTOR

Tencarva Machinery Co.
Company Name

Jeremy Reese
Signature of Company's Contracting Officer

Jeremy Reese
Officer's Name

EVP Sales
Officer's Title

Exhibit A-Pricing for contract 6469119

Vendor	Manufacturer List Price Discount
Cla-Val	10%
Crane Pumps & Systems	10%
Gorman Rupp Company	0%
Goulds Pumps	10%
Hayward Gordon	0%
Henry Pratt	0%
John Crane	5%
Patterson Pump Company	0%
Rodney Hunt	0%
SEEPEX	10%
Trojan Technologies	
Engineered Equipment Systems	0%
UV 3000+ Lamps - Quantities of 256 or greater	25%
UV 3000+ Lamps - Quantities less than 256	10%
UV 3000+ Quartz Sleeves - Quantities of 256 or greater	25%
UV 3000+ Quartz Sleeves - Quantities less than 256	5%
UV 3000+ Driver	20%
UV 3000+ Wiper Seals	5%
Other Parts Not Listed Above	5%
Acticlean	5%
WSG Solutions	0%
Evoqua Water Technologies	
Odor Control	0%
Screening	0%
Huber	0%
Aquanox	0%
JDV	0%
American Cone Valve	0%
Vogelsang	0%
Toshiba	0%
Prime Controls	0%

Named Insured Schedule for Tencarva Machinery Company, LLC

- Tencarva Machinery Company, LLC
- Tencarva Holdings I, Inc.
- Tencarva Holdings II, Inc.
- Tencarva Holdings, LLC
- Tencarva Intermediate, LLC
- Tencarva Coinvest, LLC
- Tencarva Acquisition, LLC
- Tencarva Real Estate Holdco
- Hudson Pump & Equipment, a Division of Tencarva Machinery
- Engineering Equipment, a Division of Tencarva Machinery
- Electric Service & Sales, a Division of Tencarva Machinery
- Southern Sales Co, a Division of Tencarva Machinery
- GPM Industries, a Division of Tencarva Machinery
- Uniguard Machine Guards, a Division of Tencarva Machinery
- Saladin Pump and Equipment, a Division of Tencarva Machinery
- Fischer Process Industries, a Division of Tencarva Machinery
- Tri State Coating and Machining, a Division of Tencarva Machinery



Contract Amendment Request Form

Request an Amendment to a Metro Contract

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

Questions? Email PRG@nashville.gov.

Departmental Information

What is your name? Stephanie Belcher

What is your department? Water Services

What is your email address? stephanie.belcher@nashville.gov

What is your phone number? (615) 862-4513

What is the number of the contract being amended? 6469119

What is the title of the contract being amended? Various Brand Specific Products, Parts, Equipment

What is this amendment number? 2

Supplier Information

Who is the supplier? Southern Company a division of Tencarva Machinery Company

What is the supplier's address? 2937 Kraft Drive
Nashville, TN, 37204

Is the supplier registered in iSupplier? Yes

If yes, what is the supplier's ISN? 7811

Who is contract signatory for the supplier? Brent Fulghum

What is the supplier contract signatory's email address? bfulghum@southernsalesinc.com

What is the supplier contract signatory's phone number?

(615) 727-6204

Amendment Information

Select all that apply & upload supplemental information as appropriate.

Will this amendment change the duration of the existing contract?

No.

Will this amendment change the value of the existing contract?

No.

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

Yes.

If yes, briefly explain the revised scope of work including any subcontractor changes that may be necessary.

Southern Company has lost the distributorship of some Xylem/Evoqua product lines as outlined/highlighted in attached Exhibit A. This amendment will remove those product lines (highlighted in attached exhibit) from its contract.

The TDH company is now the area representative for these product lines and are being added to its contract by amendment.

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

Yes.

Upload changes to terms & conditions, including redlines as appropriate.



Evoqua Southern Company Email.pdf



NASHVILLE TN SOLE SOURCE 2025.pdf



Southern Sales Exhibit A Pricing.xlsx

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

This amendment does NOT change terms & conditions but if I selected "no" the option to add pertinent attachments doesn't populate.

Financial & Accounting Information

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

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

What is the fund number for this purchase? 67331

What is the business unit (BU) number for this purchase? 65558020

What is the object account number for this purchase? 503600

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

Yes

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

Yes



Sole Source Letter
Davco & Envirex Products®

April 11, 2025

RE: Sole Source – Authorized Manufacturer’s Distributor Letter

To John Barnett, P.E.

This letter is to confirm that Xylem\Evoqua Water Technologies is the proprietary manufacturer and provider of all DAVCO & Envirex® products. The TDH Company is an exclusive authorized representative for the sale of DAVCO & Envirex® products and systems for municipal wastewater treatment facilities in Nashville, TN.

If you have any questions, please feel free to give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read "Fergus Robinson", with a long horizontal line extending to the right.

Fergus Robinson
Regional Sales Rep “Southeast”
M: 229-526-0938
Fergus.Robinson@xylem.com

Amendment Request Review

,Reviewed By:	Gary C. Clay	Department:	Water
Contract #:	6469119	Unique ID No.	
Contractor Name:	Southern Company a division of Tencarva Machinery Company	Contract Description:	Various Brand Specific Products, Parts, Equipment
Amendment No:	2	Amendment Amount:	0
Recommendation:	Approve		

Review:

This amendment has no effect on the value of the Contract.

- Amendment **will modify** the scope of work removing products.
- Amendment **is within** the scope of the contract.
- Amendment has no impact on the **contract term**.
- Insert **Boycott of Israel clause as 8.18** and renumber each subsequent clause.
- Amend clause **7.1 Proof of Insurance** to remove the requirement to identify either the project name, RFQ or Contract number on the ACORD document.
- Amendment **modifies Exhibit A** of the contract removing Xylem/Evoqua Water Technologies which includes Envirex and DAVCO products

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



Amendment Request Signature Form

Amendment Number	A2026033
Date Received	September 23, 2025

To Whom It May Concern,

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

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

Regards,

Dennis Rowland

Dennis Rowland
Purchasing Agent & Chief Procurement Officer

9/23/2025 | 3:04 PM CDT

Date Signed



ORDINANCE NO. BL2024 - 308

An ordinance approving amendment 1 to the contract between the Metropolitan Government of Nashville and Davidson County and Southern Sales Co, a Division of Tencarva Machinery.

WHEREAS, RS2020-625 approved a sole source contract between the Metropolitan Government and Southern Sales Co, a Division of Tencarva Machinery, for the provision of products, parts and equipment for specific brands of water products; and,

WHEREAS, Amendment 1 to the contract amends duties and responsibilities to add additional services, extends the contract term through November 2030, increases the contract value, deletes Exhibit A – Pricing for Contract 6469119 to the original contract, and updates Exhibit A; and,

WHEREAS, approval of amendment 1 to the Contract will benefit the citizens of Davidson County.

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

Section 1. That amendment 1 to the Contract between The Metropolitan Government of Nashville and Davidson County and Southern Sales Co, a Division of Tencarva Machinery, including the updated Exhibit A, to provide various products, parts, and equipment for specific brands of water products for the Metropolitan Government of Nashville and Davidson County, attached hereto and incorporated herein, is hereby approved.

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

RECOMMENDED BY:

Michelle R. Hernandez Lane
Michelle Hernandez-Lane
Purchasing Agent

INTRODUCED BY:

Delishia D. Porterfield
[Signature]

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/mjw
Kevin Crumbo, Director
Department of Finance

Member(s) of Council

APPROVED AS TO FORM AND LEGALITY:

Tara Ladd
Assistant Metropolitan Attorney

Contract Amendment Abstract

Contract Amendment Information

Contract Title: Various Brand Specific (See Exhibit A) Products, Parts, and Equipment

Amendment Summary: Amend clause 2.1 Duties and Responsibilities to add service as outlined in Exhibit A-Pricing, Amend clause 3.1 Contract term to extend the term to November 6, 2030, amend clause 4.1 Contract Value to add \$10,000,000.00 for a revised contract total of \$30,000,000.00, Insert Clause 4.7 Escalation/De-Escalation to allow for escalation of added rates for service and remove and replace Exhibit A-Pricing to reflect added rates for added service.

Contract Number: 6469119 Amendment Number: 1 Request Number: A2024074

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

High Risk Contract (Per Finance Department Contract Risk Management Policy): Yes

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

Contract Start Date: 11/06/2020 Contract Expiration Date: 11/06/2030 Contract Term: 10 Years

Previous Estimated Contract Life Value: \$20,000,000.00

Amendment Value: \$10,000,000.00 Fund: 67331*

New Estimated Contract Life Value: \$30,000,000.00 BU: 65558020*

(* 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: John Stewart BAO Staff: Christopher Wood

Procuring Department: Water Services Department(s) Served: Water Services

Prime Contractor Information

Prime Contracting Firm: Southern Sales Co, a Division of Tencarva Machinery ISN#: 7811

Address: 2937 Kraft Drive City: Nashville State: TN Zip: 37204

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

Prime Company Contact: William C. Allen Email Address: ballen@southernsalesinc.com

Phone #: 615-727-6203 x 1612

Prime Contractor Signatory: William C. Allen **Email Address:** ballen@southernsalesinc.com

Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: N/A
 Amount: N/A Percent, if applicable: N/A

Equal Business Opportunity 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 1 TO CONTRACT NUMBER 6469119
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND SOUTHERN SALES CO, A DIVISION OF TENCARVA MACHINERY**

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 SOUTHERN SALES CO, A DIVISION OF TENCARVA MACHINERY located in NASHVILLE, TN.

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 November 6, 2020, Metro Contract numbered 6469119, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amend clause 2.1 Duties and Responsibilities to add service as outlined in Exhibit A-Pricing. The amended clause shall read as follows:

"CONTRACTOR agrees to provide products, parts, equipment and services for specific brands outlined in Exhibit A-Pricing."

2. Amend clause 3.1 Contract term to extend the term to 120 Months. The amended clause shall read as follows:

"The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. This Contract Term will end on November 6, 2030. This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in no event shall the term of this Contract extend beyond November 6, 2030."

3. Amend clause 4.1 Contract Value to add \$10,000,000.00 for a revised contract total of \$30,000,000.00 due to added length of contract. Revised clause shall read as follows:

"This Contract has an estimated value of \$30,000,000.00 The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced."

4. Insert Clause 4.7 Escalation/De-Escalation to allow for escalation of added rates for service. Inserted clause shall read as follows:



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

5. Remove and replace Exhibit A-Pricing to reflect added rates.

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 6469119

Amendment Number 1

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

APPROVED AS TO PROJECT SCOPE:

Scott Potter ADM
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

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

Michelle A. Hernandez Lane JLR
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumboltz AC
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Tara Ladd BL
Metropolitan Attorney Insurance

Scott Rasmussen FO'C
Metropolitan Mayor COO

ATTESTED:

Austin Kyle MAY 13 2024
Metropolitan Clerk Date

CONTRACTOR

Southern Sales Co. a Division of Tencarva Machinery Co.

Company Name

William C. Allen

Signature of Company's Contracting Officer

William C. Allen

Officer's Name

Vice-President

Officer's Title

Exhibit A-Pricing for contract 6469119 (Products)

Vendor	Manufacturer List Price Discount
Cla-Val	10%
Crane Pumps & Systems	10%
Gorman Rupp Company	0%
Goulds Pumps	10%
Henry Pratt	0%
John Crane	5%
Patterson Pump Company	0%
Rodney Hunt	0%
SEEPEx	10%
Trojan Technologies	
Engineered Equipment Systems	0%
UV 3000+ Lamps - Quantities of 256 or greater	25%
UV 3000+ Lamps - Quantities less than 256	10%
UV 3000+ Quartz Sleeves - Quantities of 256 or greater	25%
UV 3000+ Quartz Sleeves - Quantities less than 256	5%
UV 3000+ Driver	20%
UV 3000+ Wiper Seals	5%
Other Parts Not Listed Above	5%
Acticlean	5%
WGS Solutions	0%
Evoqua Water Technologies	
Engineered Equipment Systems	0%
Aerators	0%
Automation & Control	0%
Aeration / Biological / Clarification	0%
Ballasted Clarification	0%
Disinfection	0%
Odor Control	0%
Screening	0%
Wastewater Filtration - DAVCO	0%
Wastewater Filtration - FortyX	0%
Huber	0%
Aquanox	0%
JDV	0%
American Cone Valve	0%
Vogelsang	0%
Toshiba	0%
Prime Controls	0%

Exhibit A-Pricing for contract 6469119 (Services)

Subcontractor Prime Controls

<i>ENGINEERING</i>	Straight Time Rate*	Overtime Rate**	Double Time Rate***
Project Engineer, Sr	\$231.00	\$308.00	\$416.00
Project Engineer	\$193.00	\$256.00	\$347.00
Automation Specialist, Sr	\$215.00	\$286.00	\$386.00
Automation Specialist 2	\$182.00	\$242.00	\$327.00
Automation Specialist 1	\$138.00	\$183.00	\$248.00
Automation Technician	\$127.00	\$168.00	\$228.00
E&I Designer, Sr	\$160.00	\$212.00	\$287.00
E&I Designer	\$154.00	\$205.00	\$277.00
E&I Drafter	\$99.00	\$132.00	\$178.00
Panel Design Supervisor	\$182.00	\$242.00	\$327.00
Panel Design Team Lead	\$165.00	\$220.00	\$297.00
Panel Designer, Sr	\$127.00	\$168.00	\$228.00
Panel Designer 2	\$116.00	\$154.00	\$208.00
Panel Designer 1	\$110.00	\$146.00	\$198.00
Documentation Specialist	\$86.00	\$114.00	\$154.00
Intern	\$77.00	\$102.00	\$139.00
IT Specialist	\$176.00	\$234.00	\$317.00
ICS Network Specialist	\$171.00	\$227.00	\$307.00
IT Security Analyst	\$154.00	\$205.00	\$277.00
IT Network Analyst	\$154.00	\$205.00	\$277.00
<i>CONSTRUCTION</i>			
Construction Manager	\$171.00	\$227.00	\$307.00
I&C Supervisor, Sr	\$160.00	\$212.00	\$287.00
I&C Supervisor	\$143.00	\$190.00	\$257.00
Superintendent	\$143.00	\$190.00	\$257.00
Technician 2	\$121.00	\$162.00	\$218.00
Technician 1	\$116.00	\$154.00	\$208.00
Electrician, Journeyman	\$127.00	\$168.00	\$228.00
Electrician, Apprentice	\$105.00	\$140.00	\$188.00
Quality Management	\$176.00	\$234.00	\$317.00
Safety Specialist	\$143.00	\$190.00	\$257.00
<i>PRODUCTION</i>			
Production Management	\$154.00	\$205.00	\$277.00
Production Associate 2	\$88.00	\$118.00	\$158.00
Production Associate 1	\$105.00	\$140.00	\$188.00
Panel Shop Helper	\$84.00	\$111.00	\$151.00
Quality Technician	\$132.00	\$176.00	\$238.00

Exhibit A-Pricing for contract 6469119 (Services)

Subcontractor Prime Controls

<i>PROJECT MANAGEMENT</i>	Straight Time Rate*	Overtime Rate**	Double Time Rate***
Account Manager	\$264.00	\$352.00	\$475.00
Project Manager, Sr	\$220.00	\$293.00	\$396.00
Project Manager	\$198.00	\$264.00	\$356.00
Assistant Project Manager	\$143.00	\$190.00	\$257.00
Project Coordinator	\$127.00	\$168.00	\$228.00
Receiving Coordinator	\$99.00	\$132.00	\$178.00
Estimator	\$149.00	\$198.00	\$267.00
Purchasing Coordinator	\$116.00	\$154.00	\$208.00
Administrative Support	\$83.00	\$110.00	\$149.00

* Straight time is defined as 8 hours worked between the hours of 7am-4pm (w/ an hour lunch) Monday thru Friday. Minimum hours to be billed during these hours is 3.

** Overtime is defined as any hours worked outside the straight time hours of 7am-4pm Monday thru Friday excluding Holidays. Minimum hours to be billed during these hours is 4.

*** Double time rates will only be paid for work done on the following Holidays: New Year's Day, Easter Sunday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day. Minimum hours to be billed for these days is 4.

Note 1- Any reimbursement for travel must be aligned with Metro's travel policy and must be reimbursed in accordance with the Conus Governmental Rates. All Travel arrangements are to be negotiated and pre agreed upon per project/assignment.

****Escalation of services rates for Prime Controls will be allowed on an annual basis and will be justified by the Consumer Price Index, with a maximum percentage of 5% annually. Requests for escalation must be submitted no later than 60 days prior to the anniversary date of this contract. Approved rates would take effect on the anniversary date of this contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/2/2024

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

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

PRODUCER Marsh & McLennan Agency LLC 3625 N. Elm Street Greensboro NC 27455	CONTACT NAME: Kelly S. Whitener, CIC, CISR PHONE (A/C. No. Ext): 336 346-1329 FAX (A/C. No): 336 346-1397 E-MAIL ADDRESS: Kelly.Whitener@MarshMMA.com														
INSURED Tencarva Machinery Company, LLC See Attachment for Extension of Named Insureds 1115 Pleasant Ridge Road Greensboro NC 27409	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td style="text-align: center;">16535</td> </tr> <tr> <td>INSURER B : American Zurich Insurance Company</td> <td style="text-align: center;">40142</td> </tr> <tr> <td>INSURER C : Hanover Insurance Company</td> <td style="text-align: center;">22292</td> </tr> <tr> <td>INSURER D : Travelers Prop & Casualty Co of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER E : Illinois Union Insurance Company</td> <td style="text-align: center;">27960</td> </tr> <tr> <td>INSURER F : Federal Insurance Company</td> <td style="text-align: center;">20281</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : American Zurich Insurance Company	40142	INSURER C : Hanover Insurance Company	22292	INSURER D : Travelers Prop & Casualty Co of America	25674	INSURER E : Illinois Union Insurance Company	27960	INSURER F : Federal Insurance Company	20281
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INSURER E : Illinois Union Insurance Company	27960														
INSURER F : Federal Insurance Company	20281														

COVERAGES **CERTIFICATE NUMBER:** 1986470718 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GLO561122609	1/1/2024	1/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BAP561122709	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D F	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP8S26447124NF BINDER #9259795	1/1/2024 1/1/2024	1/1/2025 1/1/2025	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC561122509	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C E	Contractor's Equipment Pollution Liability			IH6962655914 CPYG27418685010	1/1/2024 1/1/2024	1/1/2025 1/1/2025	Leased/Rented Per Incident \$150,000 Aggregate \$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Contract #6469119
 When required by written contract with the named insured, Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as Additional Insureds per General Liability Endorsement #U-GL-1175-F CW (04/13) and Automobile Liability Endorsement #U-CA-424-F CW (04/14) .

CERTIFICATE HOLDER Purchasing Agent Metropolitan Government of Nashville and Davidson County Metro Courthouse 305 Broadway Nashville TN 37201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Named Insured Schedule for Tencarva Machinery Company, LLC

- Tencarva Machinery Company, LLC
- Tencarva Holdings I, Inc.
- Tencarva Holdings II, Inc.
- Tencarva Intermediate, LLC
- Hudson Pump & Equipment Associates LLC
- Hudson Pump & Equipment, a Division of Tencarva Machinery
- Engineering Equipment, a Division of Tencarva Machinery
- Electric Service & Sales, a Division of Tencarva Machinery
- Southern Sales Co, a Division of Tencarva Machinery
- GPM Industries, a Division of Tencarva Machinery
- Uniguard Machine Guards, a Division of Tencarva Machinery
- Saladin Pump & Equipment Co
- Fischer Process Industries, a Division of Tencarva Machinery

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



CA #: A2024074

Date Received: Dec. 21, 2023

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

Contract Title: Various Brand Specific Products, Parts, and Equipment Contract Number: 6469119
Amendment Number: 1

Requesting Department: Water Services Requesting Departmental Contact (Name & Number):
Stephanie Belcher 615-862-4513

Contractor's Business Name: Southern Company a Division of Tencarva Machinery Company

Name of Contract Signatory: William C. Allen

Contract Signatory Email Address: ballen@southernsalesinc.com

Address: 2937 Kraft Drive City: Nashville ST: TN Zip: 37204

Revision Accomplishes: Check all that apply

<input checked="" type="checkbox"/> Term Extension	New End Date: <u>11/06/2030</u>	Include revised schedule if necessary
<input checked="" type="checkbox"/> Contract Value Increase	Original Contract Amount <u>\$20,000,000</u> Previously Executed Amendment(s) Amount <u>0</u> Current Amendment Amount <u>\$10,000,000</u> Amendment % Increase <u>50%</u> Proposed Revised Contract Amount <u>\$30,000,000</u>	Include revised fee schedules, budget, and total contract value as appropriate
<input checked="" type="checkbox"/> Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
<input checked="" 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: 65558020 Fund #: 67331 Any Other Accounting Info: _____

Procurement will route in DocuSign for Signature

Department Requester SB _____

Amanda Oeston-Mayer
Requesting Department Director's Signature of Approval

12/21/2023 | 7:44 AM PST
Date

CA #: A2024074

Date Received: Dec. 21, 2023

To be completed by the Procurement Division

Contract Amendment is Approved (Additional Comments: _____

_____)

Contract Amendment is Denied for _____

PURCHASING AGENT: Michelle R. Hernandez Lane **Date:** 12/21/2023 | 1:23 PM

Southern Company Contract Amendment #1 Request

Information

Contract: 6469119

Term Extension

The Department requests to add an additional 5-year term to this sole source contract. The brands this company represents are not expected to significantly change (one exception below) and the Department has a significant capital investment in these products.

Contract Value Increase Justification

Initial Contract Value: \$20,000,000

Proposed Value: \$30,000,000

Increase: \$10,000,000

This contract is required to keep the equipment operational and maintained. This increase will raise the ceiling enough to meet Departmental needs for an additional five-year term.

Scope of Work Revision

Modify Section 2.1 to add service for Prime Controls as outlined in Exhibit A Pricing. Prime Controls rate sheet will be added to Exhibit A.

Remove Hayward Gordon from Exhibit A as Southern Company no longer represents that product line.

Terms and Conditions Modification

Add Escalation clause to allow annual escalation to Prime Controls labor rates only – capped at no more than 5% annually.

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



SS #: SS2024053

Date Received: Oct. 19, 2023

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

Proposed supplier MUST be Registered in iProcurement

Date: 9/22/2023 Requesting Department/Agency/Commission: Water Services

Requesting Official: Stephanie Belcher Telephone #: 615-862-4513 This is for
Select from the Drop Down Box

Product/Service Description: American Cone Valve/AC Service & Repair Parts and Products

Total Purchase (Enter the value for the entire contract life) Price: \$n/a

BU Number: 65558020 Fund #: 67331 Object Account: 503600 Any Other Accounting Info: _____

Proposed Supplier: Southern Company a Division of Tencarva Machinery Proposed Supplier Contact: Bill Allen

Supplier Address: 2937 Kraft Drive City: Nashville ST: TN Zip: 37204

Supplier Telephone #: 615-727-6203 Supplier Email: ballen@southernsales.com

Metro Code: 4.12.060 Sole Source Procurement.

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

R4.12.060.02 Conditions for Use of Sole Source Procurement.

Other, see explanation below

If Other, Explain Request: Metro Water Services has American Cone Valve products within its system (George Reyer Pumping Station at Omohundro WTP). Only American Cone Valve products and parts are compatible with existing equipment. The Department requests to add this line to existing contract 6469119..

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: SB

Requesting Department Director's Signature of Approval: Amanda Deaton-Moyer

Date: 10/20/2023 | 6:12 AM PDT

SS #: SS2024053

Date Received: Oct. 19, 2023

To be completed by the Procurement Division

Vetting & Research Needed; Date Requested by Purchasing Agent _____

Sole Source is Approved for: LOA _____

Sole Source is Denied (See determination summary for denial reason)

PURCHASING AGENT: Michelle R. Hernandez Lane **Date:** 10/27/2023 | 4:08 PM



Date: September 19, 2023

To: Ms. Stephanie Belcher
Metro Water Services
1600 2nd Ave. North, Third Floor
Nashville, TN 37208

Subject: Sole Source Representative

To whom it may concern:

American Cone Valve, Inc. and A/C Service & Repair, Inc. is the sole manufacturer of its products. Southern Sales Company, a Division of Tencarva Machinery Company, is the sole Municipal Representative for American Cone Valve, Inc and A/C Service & Repair, Inc. in the State of Tennessee for the purchase of new products, OEM repair parts, and maintenance.

No other representative can sell products, repaired or replacement parts, maintenance, repair or replacement services, field services, or technical support for American Cone Valve, Inc. and A/C Service & Repair, Inc.

Your contact for Southern Sales Company-Tencarva Municipal is:

Name: Mr. Bill Allen
Address: 2397 Kraft Drive Nashville, TN 37204
Phone: (615)727-6203 X1612 office (615)604-3107 cell
Email: ballen@SouthernSalesInc.com

If you have questions regarding this agreement, please contact Justin Ross at (717) 792-3492 or email justinross@acservicerepair.com

Sincerely,

A handwritten signature in black ink that appears to read 'Justin Ross'.

Justin Ross
President
American Cone Valve Inc.
A/C Service & Repair, Inc

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



SS #: SS2024052

Date Received: Oct. 19, 2023

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

Proposed supplier MUST be Registered in iProcurement

Date: 9/22/2023 Requesting Department/Agency/Commission: Water Services

Requesting Official: Stephanie Belcher Telephone #: 615-862-4513 This is for
Select from the Drop Down Box

Product/Service Description: Fontaine-Aquanox Repair Parts and Products

Total Purchase (Enter the value for the entire contract life) Price: \$n/a

BU Number: 65558020 Fund #: 67331 Object Account: 503600 Any Other Accounting Info: _____

Proposed Supplier: Southern Company a Division of Tencarva Machinery Proposed Supplier Contact: Bill Allen

Supplier Address: 2937 Kraft Drive City: Nashville ST: TN Zip: 37204

Supplier Telephone #: 615-727-6203 Supplier Email: ballen@southernsales.com

Metro Code: 4.12.060 Sole Source Procurement.

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

R4.12.060.02 Conditions for Use of Sole Source Procurement.

Other, see explanation below

If Other, Explain Request: Metro Water Services has Fontaine-Aquanox water control gates within its system. Only Fontaine-Aquanox products and parts are compatible with existing equipment. The Department requests to add this line to existing contract 6469119.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: SB

Requesting Department Director's Signature of Approval: Amanda Deaton-Moyer

Date: 10/20/2023 | 6:11 AM PDT

SS #: SS2024052

Date Received: Oct. 19, 2023

To be completed by the Procurement Division

Vetting & Research Needed; Date Requested by Purchasing Agent _____

Sole Source is Approved for: LOA _____

Sole Source is Denied (See determination summary for denial reason)

PURCHASING AGENT: Michelle R. Hernandez Lane **Date:** 10/27/2023 | 4:14 PM



August 30, 2023

Ms. Stephanie Belcher
Metro Water Services
1600 2nd Ave. North
Third Floor
Nashville, TN 37208

Re: Fontaine-Aquanox Water Control Gates - Local Representation in the State of Tennessee

Dear Stephanie:

Southern Sales Company, a Division of Tencarva Machinery Company is our sole source exclusive Municipal Representative for Fontaine-Aquanox products in the State of Tennessee.

Fontaine and Rodney Hunt Company were both formerly owned by Rexnord and have since been sold to two different companies. Today, Fontaine is a wholly owned division of ISE metal Inc. and marketed as Fontaine Aquanox Water Control Gates.

Yours truly,

A handwritten signature in black ink, appearing to be "ML", with a long horizontal line extending to the right.

Michael Lawrence
Director of Sales
Fontaine-Aquanox Water Control Gates
Michael.lawrence@iseaquanox.com
613-795-5041

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



SS #: SS2024054

Date Received: Oct. 19, 2023

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

Proposed supplier MUST be Registered in iProcurement

Date: 9/22/2023 Requesting Department/Agency/Commission: Water Services

Requesting Official: Stephanie Belcher Telephone #: 615-862-4513 This is for
Select from the Drop Down Box

Product/Service Description: JDV Equipment Corporation Parts and Products

Total Purchase (Enter the value for the entire contract life) Price: \$n/a

BU Number: 6558010 Fund #: 67331 Object Account: 503600 Any Other Accounting Info: _____

Proposed Supplier: Southern Company a Division of Tencarva Machinery Proposed Supplier Contact: Bill Allen

Supplier Address: 2937 Kraft Drive City: Nashville ST: TN Zip: 37204

Supplier Telephone #: 615-727-6203 Supplier Email: ballen@southernsales.com

Metro Code: 4.12.060 Sole Source Procurement.

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

R4.12.060.02 Conditions for Use of Sole Source Procurement.

Other, see explanation below

If Other, Explain Request: Metro Water Services has JDV Equipment within its system. Only JDV Equipment Corporation products and parts are compatible with existing equipment. The Department requests to add this line to existing contract 6469119.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: SB

Requesting Department Director's Signature of Approval: Amanda Deaton-Moyer

Date: 10/20/2023 | 6:13 AM PDT

SS #: SS2024054

Date Received: Oct. 19, 2023

To be completed by the Procurement Division

Vetting & Research Needed; Date Requested by Purchasing Agent _____

Sole Source is Approved for: LOA _____

Sole Source is Denied (See determination summary for denial reason)

PURCHASING AGENT: Michelle R. Hernandez Lane **Date:** 10/27/2023 | 4:08 PM



JDV Equipment Corporation

Incorporating Ralph B. Carter Company

SOLE SOURCE LETTER

Date: September 19th, 2023

Subject: Metro Water Services (Nashville)

To: Ms. Stephanie Belcher
Metro Water Services
1600 2nd Ave. North
Nashville, TN 37208

Ms. Stephanie Belcher,

This letter certifies that Southern Sales Company Division of Tencarva Machinery Company is the sole source exclusive Municipal Representative for JDV Equipment Corporation in the State of Tennessee. This includes Ralph B. Carter products. JDV Equipment Corporation has all the necessary engineering drawings and records to accurately supply replacement parts to meet OEM specifications.

Additionally, in order for the existing equipment to continue to operate properly, all replacement parts for existing JDV Equipment and Ralph B. Carter product must be manufactured by JDV Equipment Corporation. Non-OEM parts would void existing equipment warranties.

Should you have any questions, please don't hesitate to contact me directly.

Best Regards,

Ryan C. Kelly
Eastern Regional Sales Manager
JDV Equipment Corporation
ryan@jdvequipment.com
(973) 960-2722 – cell
(973) 366-6556 ext. 111 – office

Cc: Bob Abbott – President, Amanda Guilbert – Executive Assistant

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



SS #: SS2024051

Date Received: Oct. 19, 2023

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

Proposed supplier MUST be Registered in iProcurement

Date: 9/22/2023 Requesting Department/Agency/Commission: Water Services

Requesting Official: Stephanie Belcher Telephone #: 615-862-4513 This is for
Select from the Drop Down Box

Product/Service Description: Prime Controls Parts, Products, and Service

Total Purchase (Enter the value for the entire contract life) Price: \$n/a

BU Number: 65560210 Fund #: 67331 Object Account: 503600 Any Other Accounting Info: _____

Proposed Supplier: Southern Company a Division of Tencarva Machinery Proposed Supplier Contact: Bill Allen

Supplier Address: 2937 Kraft Drive City: Nashville ST: TN Zip: 37204

Supplier Telephone #: 615-727-6203 Supplier Email: ballen@southernsales.com

Metro Code: 4.12.060 Sole Source Procurement.

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

R4.12.060.02 Conditions for Use of Sole Source Procurement.

Other, see explanation below

If Other, Explain Request: Metro Water Services has Prime Controls control systems being installed as part of Process Improvements in the water treatment system. Only Prime Controls products and parts are compatible with existing equipment. The Department requests to add this line to existing contract 6469119.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: SB

Requesting Department Director's Signature of Approval: Amanda Doston-Moyer

Date: 10/20/2023 | 6:12 AM PDT

SS #: SS2024051

Date Received: Oct. 19, 2023

To be completed by the Procurement Division

Vetting & Research Needed; Date Requested by Purchasing Agent _____

Sole Source is Approved for: LOA _____

Sole Source is Denied (See determination summary for denial reason)

PURCHASING AGENT: Michelle A. Hernandez Lane **Date:** 10/27/2023 | 4:13 PM



230 GREAT CIRCLE ROAD, SUITE 234 · NASHVILLE, TN 37228
PHONE 815-382-8389 · TOLL FREE 866-99-SCADA · WWW.PRIME-CONTROLS.COM

September 18, 2023

Ms. Stephanie Belcher
Metro Water Services
1600 2nd Ave. North
Third Floor
Nashville, TN 37208

Re: Prime Controls – Sole Source Representation in the State of Tennessee

Dear Stephanie:

Please accept this correspondence as confirmation that Southern Sales Company, a Division of Tencarva Machinery Company is the exclusive sole source Municipal Representative for the Systems Integration Services and Control System Material Procurement of Prime Controls, L.P. in the State of Tennessee. Their representation of Prime Controls includes all of the geography served by Metro Water Services.

Should you require any additional conformation, please let me know.

Prime Controls, LP

A handwritten signature in blue ink, appearing to read "AJ Geunterman".

AJ Geunterman
Business Development Manager
(815)382-8389
a.geunterman@prime-controls.com

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



SS #: SS2024056

Date Received: Oct. 19, 2023

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

Proposed supplier MUST be Registered in iProcurement

Date: 10/19/2023 Requesting Department/Agency/Commission: Water Services

Requesting Official: Stephanie Belcher Telephone #: 615-862-4513 This is for
Select from the Drop Down Box

Product/Service Description: Toshiba Parts and Products

Total Purchase (Enter the value for the entire contract life) Price: \$n/a

BU Number: 6558020 Fund #: 67331 Object Account: 503600 Any Other Accounting Info: _____

Proposed Supplier: Southern Company a Division of Tencarva Machinery Proposed Supplier Contact: Bill Allen

Supplier Address: 2937 Kraft Drive City: Nashville ST: TN Zip: 37204

Supplier Telephone #: 615-727-6203 Supplier Email: ballen@southernsales.com

Metro Code: 4.12.060 Sole Source Procurement.

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

R4.12.060.02 Conditions for Use of Sole Source Procurement.

Other, see explanation below

If Other, Explain Request: Metro Water Services has Toshiba flow meters within its system. Only Toshiba products and parts are compatible with existing equipment. The Department requests to add this line to existing contract 6469119.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: SB

Requesting Department Director's Signature of Approval: Amanda Dexton-Mayer

Date: 10/20/2023 | 6:11 AM PDT

SS #: SS2024056

Date Received: Oct. 19, 2023

To be completed by the Procurement Division

Vetting & Research Needed; Date Requested by Purchasing Agent _____

Sole Source is Approved for: ^{LOA} _____

Sole Source is Denied (See determination summary for denial reason)

PURCHASING AGENT: Michelle R. Hernandez Lane 10/27/2023 | 4:14 PM
Date: _____

TOSHIBA

October 12, 2023

Ms. Stephanie Belcher
Metro Water Services
1600 2nd Ave. North
Third Floor
Nashville, TN 37208

To whom it may concern-

This letter is to confirm that Southern Sales a Division of Tencarva Machinery Company, LLC is our authorized sales representative of Toshiba International Corporation to sell and service Toshiba Instrumentation Products in the State of Tennessee.

“Toshiba Instrumentation Product” means LF654, LF664, LF494, LF516, GF630/632 series Electromagnetic Flow & LQ500 Microwave Total Solids/Density Meter Instrumentation, replacement parts, maintenance, repair and replacement services, field services and technical support.

Please contact Southern Sales to serve your needs from new products, OEM repair, parts, and maintenance:

Southern Sales
Name: Bill Allen
Address: 2937 Kraft Drive, Nashville, TN 37204
Email: ballen@SouthernSalesInc.com
Web: www.tencarva.com | www.southernsalesinc.com
Office: (615) 727-6203 x1612
Fax: (615) 254-0791
Cell: (615) 604-3107

This letter is valid for one year from the date above.

Sincerely,

Dennis Hampton

Dennis Hampton
Sr. Sales Manager/Business Development
Instrumentation and Controls

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



SS #: SS2024055

Date Received: Oct. 19, 2023

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

Proposed supplier MUST be Registered in iProcurement

Date: 9/22/2023 Requesting Department/Agency/Commission: Water Services

Requesting Official: Stephanie Belcher Telephone #: 615-862-4513 This is for
Select from the Drop Down Box

Product/Service Description: Vogelsang Parts and Products

Total Purchase (Enter the value for the entire contract life) Price: \$n/a

BU Number: 6558020 Fund #: 67331 Object Account: 503600 Any Other Accounting Info: _____

Proposed Supplier: Southern Company a Division of Tencarva Machinery Proposed Supplier Contact: Bill Allen

Supplier Address: 2937 Kraft Drive City: Nashville ST: TN Zip: 37204

Supplier Telephone #: 615-727-6203 Supplier Email: ballen@southernsales.com

Metro Code: 4.12.060 Sole Source Procurement.

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

R4.12.060.02 Conditions for Use of Sole Source Procurement.

Other, see explanation below

If Other, Explain Request: Metro Water Services has Vogelsang pumps within its system. Vogelsang was previously distributed by Eshelman Company, but that relationship has changed. Only Vogelsang products and parts are compatible with existing equipment. The Department requests to add this line to existing contract 6469119.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: SB

Requesting Department Director's Signature of Approval: Amanda Deaton-Moyer

Date: 10/20/2023 | 6:20 AM PDT

SS #: SS2024055

Date Received: Oct. 19, 2023

To be completed by the Procurement Division

Vetting & Research Needed; Date Requested by Purchasing Agent _____

Sole Source is Approved for: LOA _____

Sole Source is Denied (See determination summary for denial reason)

PURCHASING AGENT: Michelle R. Hernandez Lane **Date:** 10/27/2023 | 4:07 PM

www.vogelsangusa.com

Mailing Address:
P.O. Box 751
Ravenna, Ohio 44266-0751

Shipping Address:
7966 State Route 44
Ravenna, Ohio 44266

Tel: 800.984.9400
Fax: 330.296.4113
Email: sales@vogelsangusa.com

VOGELSANG



9/15/2023

Stephanie Belcher
Purchasing
Nashville Metro Water Services
1600 Second Avenue North
Nashville, TN 37208
USA

ENGINEERED TO WORK

Re: Vogelsang Distribution Sole Source Confirmation

Dear Ms. Belcher:

Please accept this correspondence as confirmation that Southern Sales, Inc is the exclusive distributor for Municipal sales in Davidson county, TN.

Southern Sales, Inc
2937 Kraft Drive
Nashville, TN 37204

(615) 254-0066
<https://www.southernsalesinc.com/>

Should you require additional confirmation, please don't hesitate to contact me directly.

Respectfully,

Russ Boring
President
Vogelsang
7966 State Route 44
Ravenna, OH 44266

Toll-Free: 800.984.9400
Phone: 330.510.1551
Fax: 330.296.4113
RussB@vogelsangusa.com
www.vogelsangusa.com

RESOLUTION NO. RS2020-625

A resolution approving a contract between the Metropolitan Government of Nashville and Davidson County and Southern Sales Co, a Division of Tencarva Machinery, to provide various products, parts, and equipment for specific brands of water products for the Metropolitan Government of Nashville and Davidson County.

WHEREAS, Section 4.12.060 of the Metropolitan Code of Laws authorizes the Metropolitan Purchasing Agent to enter into sole source contracts when the Purchasing Agent determines in writing according to standards adopted by the Procurement Standards Board that there is only one source for the supply or services required; and,

WHEREAS, the Purchasing Agent has determined that the services and supplies to be provided by Southern Sales Co. meet the requirements for the use of a sole source contract; and,

WHEREAS, Section 4.12.060 of the Metropolitan Code of Laws calls for Council approval by Resolution of sole source contracts “with a total contract amount in excess of two hundred fifty thousand dollars (\$250,000.00)”;

WHEREAS, approval of the Contract will benefit the citizens of Davidson County.

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

Section 1. That the Contract between The Metropolitan Government of Nashville and Davidson County and Southern Sales Co, a Division of Tencarva Machinery, to provide various products, parts, and equipment for specific brands of water products for the Metropolitan Government of Nashville and Davidson County, attached hereto and incorporated herein, is hereby approved.

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

RECOMMENDED BY:

Michelle L. Hernandez-Lane

Michelle Hernandez-Lane
Purchasing Agent

INTRODUCED BY:

Kyonte Thomas
Robert Nash

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo

Kevin Crumbo, Director
Department of Finance

TE

Member(s) of Council

APPROVED AS TO FORM AND
LEGALITY:

Sara Ladd

Assistant Metropolitan Attorney

Contract Abstract

Contract Information

mlt

Contract & Solicitation Title:

Contract Summary:

Contract Number: Solicitation Number: Requisition Number:

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

Type of Contract/PO: **Requires Council Legislation:**

High Risk Contract (Per Finance Department Contract Risk Management Policy):

Sexual Harassment Training Required (per BL2018-1281):

Estimated Start Date: Estimated Expiration Date: Contract Term:

Estimated Contract Life Value: Fund: BU:

Payment Terms: Selection Method:

Procurement Staff: BAO Staff:

Procuring Department: Department(s) Served:

Prime Contractor Information

Prime Contracting Firm: ISN#:

Address: City: State: Zip:

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

Prime Company Contact: Email Address:

Phone #:

Prime Contractor Signatory: Email Address:

Disadvantaged Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program:

Amount: Percent, if applicable:

Equal Business Opportunity (EBO) Program:

Amount: Percent, if applicable:

Federal Disadvantaged Business Enterprise:

Amount: Percent, if applicable:

* Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring):

Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
<input type="text" value="Southern Sales Co,"/> <input type="text" value="a Division of Tencarva Machinery"/>	<input type="checkbox"/>	<input type="text" value="N/A"/>	<input type="text" value="N/A"/>	<input type="text" value="Approved Sole Source Form"/>
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="Select from the Following:"/>

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 **Southern Sales Co, a Division of Tencarva Machinery** ("CONTRACTOR") located at **2937 Kraft Drive, Nashville, TN 37204** as the result of an approved sole source form signed by Metro's Purchasing Agent. 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 – Affidavits*
- *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 products, parts, and equipment for specific brands outlined in Exhibit A – Pricing.

2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by 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. This Contract Term will end (60) months from the date of filing with the Metropolitan Clerk's Office. This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, 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 \$20,000,000.00 The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

4.2. Other Fees

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

4.3. Payment Methodology

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

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

4.4. 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 actual 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. However, CONTRACTOR shall receive compensation for all work in progress or approved for production prior to termination.

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 or Contract number on the ACORD document.

7.2. General Liability Insurance

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

7.3. Automobile Liability Insurance

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

7.4. Worker's Compensation Insurance (if applicable)

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

7.5. 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.

7.6. Other Insurance Requirements

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

PROCUREMENTCOI@NASHVILLE.GOV (preferred method)

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.

However, CONTRACTOR'S warranty shall not apply to any rework or nonconforming Materials that: have been repaired, altered, subject to misuse, negligence, accidents; or have been improperly stored, handled or used in a manner contrary to CONTRACTOR'S instructions and recommendations; or have design errors due to inaccurate or incomplete information supplied by the METRO or any its respective affiliates.

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

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting standards for any payment,

gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

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

8.20. Indemnification and Hold Harmless

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

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

8.21. Attorney Fees

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

8.22. Assignment--Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

PRG@NASHVILLE.GOV (preferred method)
OR
METRO PURCHASING AGENT
DEPARTMENT OF FINANCE
PROCUREMENT DIVISION
730 2ND AVENUE SOUTH
PO BOX 196300
NASHVILLE, TN 37219-6300

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

8.23. Entire Contract

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

8.24. Force Majeure

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

8.25. Governing Law

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

8.26. Venue

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

8.27. Severability

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

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Contract Number 6469119

Notices and Designation of Agent for Service of Process

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

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

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

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR:

Attention: William C Allen at Southern Sales Co. a Div. of Tencarva Machinery Co.

Address: 2937 Kraft Drive Nashville, TN 37204

Telephone: 615-727-6203 x1612

Fax: 615-254-0791

E-mail: ballen@southernsalesinc.com

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

(THIS SECTION MUST BE COMPLETED)

Designated Agent: Southern Sales Company a Division of Tencarva Machinery Company

Attention: William C Allen

Address: 2937 Kraft Drive Nashville, TN 37204

E-mail: ballen@southernsalesinc.com

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Contract Number 6469119

Effective Date

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

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

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

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle D. Hernandez Lane [Signature]
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Cumbo/Ho TE Ru
Director of Finance OMB BA

APPROVED AS TO FORM AND LEGALITY:

Sara Ladd [Signature]
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

[Signature] NOV 06 2020
Metropolitan Clerk RS2020 . 625 Date

CONTRACTOR:

Southern Sales Co. a Division of Tencarva Machinery
Company Name

William C Allen
Signature of Company's Contracting Officer

William C Allen
Officer's Name

Vice-President
Officer's Title

Exhibit A - Pricing

Vendor	Manufacturer List
	Price Discount
Cla-Val	10%
Crane Pumps & Systems	10%
Gorman Rupp Company	0%
Goulds Pumps	10%
Hayward Gordon	0%
Henry Pratt	0%
John Crane	5%
Patterson Pump Company	0%
Rodney Hunt	0%
SEEPEX	10%
Trojan Technologies	
Engineered Equipment Systems	0%
UV 3000+ Lamps - Quantities of 256 or greater	25%
UV 3000+ Lamps - Quantities less than 256	10%
UV 3000+ Quartz Sleeves - Quantities of 256 or greater	25%
UV 3000+ Quartz Sleeves - Quantities less than 256	5%
UV 3000+ Driver	20%
UV 3000+ Wiper Seals	5%
Other Parts Not Listed Above	5%
Acticlean	5%
WSG Solutions	0%
Evoqua Water Technologies	
Engineered Equipment Systems	0%
Aerators	0%
Automation & Control	0%
Aeration / Biological / Clarification	0%
Ballasted Clarification	0%
Disinfection	0%
Odor Control	0%
Screening	0%
Wastewater Filtration - DAVCO	0%
Wastewater Filtration - FortyX	0%

Affidavits

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she and the contracting organization is presently in compliance with, and will continue to maintain compliance with, all applicable federal, state, and local laws.

Taxes and Licensure: Affiant states that Contractor has all applicable licenses, including business licenses. Affiant also states that Contractor is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065

Nondiscrimination: Affiant affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L. 4.28.020

Employment Requirement: Affiant affirms that neither the Contractor nor utilized temporary staffing service employs any person who is not a legally authorized to work in the United States. Any contractor who knowingly violates the provisions of this section is subject to debarment or suspension. M.C.L. 4.40.060

Covenant of Nondiscrimination: Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows:
To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government;
- To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts;
- Not to otherwise engage in discriminatory conduct;
- To provide a discrimination-free working environment;
- That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption;
- That the Covenant of Nondiscrimination shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and
- That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070

Contingent Fees: It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned Affiant states that the Contractor has not retained anyone in violation of the foregoing. M.C.L. 4.48.080

Iran Divestment Act Affidavit: By submission of this offer and in response to the solicitation, Contractor(s) and each person signing on behalf of Contractor(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the Contractor(s), nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list created pursuant to the Tennessee Code Annotated § 12-12-106 (Iran Divestment Act). Referenced website:

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf.

Sexual Harassment: Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees:

1. Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis;
2. Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or
3. Work on property owned by the metropolitan government.

Such training shall be provided no later than (90) days of the effective date of the contract or (90) days of the employee's start date of employment with affiant if said employment occurs after the effective date of the contract. M.C.L. 2.230.020

Affiant affirms that offeror is and will remain in compliance with the provisions of Chapter 4.12 of the Metro Procurement Code and the contents of its offer as submitted. Affiant further affirms that offeror understands that failure to remain in such compliance shall constitute a material breach of its agreement with the Metropolitan Government.

And Further Affiant Sayeth Not:

Organization Name: Southern Sales Co. a Division of Tencarva Machinery Co.

Organization Officer Signature: William C Allen

Name of Organization Officer: William C Allen

Title: Vice-President

Continuation of Tencarva Machinery Co., LLC Certificate of Insurance

Named Insured Extension:

- Tencarva Machinery Company, LLC
- Tencarva Holding Company I
- Tencarva Holding Company II
- Hudson Pump & Equipment Associates LLC
- Hudson Pump & Equipment, a Division of Tencarva Machinery
- Engineering Equipment, a Division of Tencarva Machinery
- Electric Service & Sales, a Division of Tencarva Machinery
- Southern Sales Co, a Division of Tencarva Machinery
- GPM Industries, a Division of Tencarva Machinery
- Uniguard Machine Guards, a Division of Tencarva Machinery
- Saladin Pump & Equipment Co



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Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

R. Unintentional Failure to Disclose All Hazards

Condition **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- i. Fail to disclose all hazards existing at the inception of this policy; or
- ii. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us in writing as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

S. Transfer Of Rights Of Recovery Against Others To Us / Waiver of Right of Subrogation

Condition **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is renamed and replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us / Waiver of Right of Subrogation

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

T. Liberalization Condition

The following condition is added to Section **IV – Commercial General Liability Conditions**:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms and conditions of this policy remain unchanged.



Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
 - 1. Must be provided to us prior to cancellation or non-renewal;
 - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 - 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
 - 1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - 1. Extend the Coverage Part cancellation or non-renewal date;
 - 2. Negate the cancellation or non-renewal; or
 - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.



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Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

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

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.



Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
 - 1. Must be provided to us prior to cancellation or non-renewal;
 - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 - 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
 - 1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - 1. Extend the Coverage Part cancellation or non-renewal date;
 - 2. Negate the cancellation or non-renewal; or
 - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS**

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

10:57 am, Oct 27 2020

ORIGINAL

FILED METROPOLITAN CLERK

METROPOLITAN COUNTY COUNCIL

Resolution No. RS2020 - 625

A resolution approving a contract between the Metropolitan Government of Nashville and Davidson County and Southern Sales Co, a Division of Tencarva Machinery, to provide various products, parts, and equipment for specific brands of water products for the Metropolitan Government of Nashville and Davidson County.

Introduced NOV 05 2020

Amended _____

Adopted NOV 05 2020

Approved NOV 06 2020

By 
Metropolitan Mayor

Vett-

552020053

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

RECEIVED
JAN 16 2020
BY: J.C. to ML 1-17-2020



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

Proposed supplier MUST be Registered in iProcurement

Date: 1/16/2020 Requesting Department/Agency/Commission: Water Services

Requesting Official: Stephanie Belcher
a multi-year contract.

Telephone #: 615-862-4513

This request is for

*approved per 2/11
sole source
determination*

Product/Service Description: Contract to provide products and parts for the following brands: Cla-Val, Crane, Evoqua (excluding Wallace & Tiernan), Gorman Rupp, Goulds, Hayward Gordon, Henry Pratt, John Crane, Patterson Pumps, Rodney Hunt, Seepex, Trojan, and WSG Solutions. Metro Water Services has equipment from these product lines in service within its system. Parts are not interchangeable and no other products or parts are compatible with the existing equipment. Southern Company is the only authorized representative for these product lines for this region.

Total Purchase (Enter the value for the entire contract life) Price: \$20,000,000

BU Number: 65558020

Fund #: 67331

Object Account: 503600 Any Other Accounting Info: _____

Proposed Supplier: Southern Company/Tencarva Machinery Company Proposed Supplier Contact: Travis Callis

Supplier Address: 2937 Kraft Drive

City: Nashville

ST: TN

Zip: 37204

Supplier Telephone #: 615-254-0066

Supplier Email: tcallis@tencarva.com

Metro Code: 4.12.060 Sole Source Procurement.

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

Proprietary compatability

If Other, Explain Request: _____

[Handwritten Signature]

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

1/16/2020

Date

See update

Rec'd: 2/05

Ret'd: 2/05

11-91

To be completed by the Procurement Division

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

Sole Source is Denied; Reason for Denial

SENIOR PROCUREMENT OFFICER: *Jan Polby*

DATE: *2-5-2020*

PURCHASING AGENT: *Michelle A. Hernandez*

DATE: *3/6/2020*

Approved by [unclear] 2/20/20

Michelle A. Hernandez

[Faint handwritten notes]



January 15, 2020

The purpose of this letter is to confirm that Southern Sales Company, Division of Tencarva Machinery ("Southern Sales Company"), located at 2937 Kraft Drive in Nashville, TN is the sole, contracted, authorized representative for all Evoqua products in the municipal market in Middle Tennessee including Nashville, TN except for the following:

- Wallace & Tiernan® chemical dosing equipment

Please do not hesitate to contact me if I can provide any additional information.

Sincerely,

Paul Kranz
Regional Sales Manager – Central
630.310.1238
Paul.kranz@evoqua.com

SOLE SOURCE DETERMINATION SUMMARY

Date: 2/11/2020

RECOMMENDATION: Approval with Exceptions for four (4) Evoqua Lines *JK*

Supplier: Southern Company/Tencarva Machinery Company

Requesting Dept: Metro Water Services (MWS)

Description: Contract to provide products and parts for Cla-Val, Crane, Evoqua (excluding Wallace & Tiernan), Gorman Rupp, Goulds, Hayward Gordon, Henry Pratt, John Crane, Patterson Pumps, Rodney Hunt, Seepex, Trojan, and WSG Solutions.

Pricing: \$20,000,000

Method: Multi-year contract

Procurement Request: Sole Source *approved*

Legal Basis: MC 4.12.060 *WJF*

Dept. Claim: R4.12.060.02 - Proprietary Compatibility

Dept. Explanation: MWS has equipment from these product lines in service, the parts are not interchangeable, no other parts are compatible with existing equipment, and the proposed supplier is the only authorized representative for the product lines in this region.

Review: Under section [4.12.060](#) of the metropolitan code of ordinances, a contract may be awarded without competition when the purchasing agent determines there is only one source for the good or service.

In this instance, the unique identifier for Southern Company/Tencarva Machinery Company —as stated by the department—is their status as the only authorized retailer of the enumerated brands. If, therefore, any supplier is authorized to provide substantially similar services in this region for these brands, a sole source is not justifiable.

[Cla-Val](#) confirms Southern Sales Company, Inc. as their only authorized representative for Tennessee.

[Crane Pumps & Systems](#) confirms Southern Sales Company, Inc as the only authorized representative for municipalities in the region of the 37201 zip code.

[Evoqua](#) (excluding Wallace & Tiernan) identifies Southern Sales, Inc as one (1) of their multiple authorized representatives for our region. However, the number of dealers is dependent upon the application being sourced.

[Gorman Rupp](#) confirms Southern Sales Company, Inc and Tencarva Machinery Company as their only authorized representatives for municipalities in the region of the 37201 zip code.

[Goulds Pumps](#) confirms Tencarva Machinery Co. as their only authorized representative for Tennessee.

[Hayward Gordon](#) confirms Southern Sales Company, Inc. as their only authorized representative for Tennessee.

[Henry Pratt](#) confirms Southern Sales Company, Inc. as one (1) of their two (2) authorized municipal representatives for Tennessee. The second, HE Engineered Equipment Company, however, is assigned to the Memphis area.

[John Crane](#) confirms, via phone, Tencarva Machinery Co. as their only authorized representative for Tennessee.

[Patterson Pump Company](#) confirms, via phone, Southern Sales Company, Inc. as their only authorized representative for Davidson County, Tennessee.

[Rodney Hunt](#) confirms Southern Sales Company, Inc. as their only authorized representative for Tennessee.

[Seepex](#) confirms, via phone, Tencarva Machinery Company as their only authorized representative for Tennessee.

[Trojan Technologies](#) confirms, via phone, Southern Sales Company, Inc. as their only authorized representative for Davidson County, Tennessee.

[WSG Solutions](#) confirms Southern Sales Company, Inc. as their only authorized representative for Tennessee.

Based on the information above:

A sole source is recommended for:

- Cla-Val
- Crane Pumps and Systems
- Gorman Rupp
- Goulds Pumps
- Hayward Gordon
- Henry Pratt
- John Crane
- Patterson Pump Company
- Rodney Hunt
- Seepex
- Trojan Technologies
- WSG Solutions
- Evoqua
 - Aerators
 - Automation & Control
 - Aeration/Biological/Clarification
 - Ballasted Clarification
 - Disinfection
 - Odor Control
 - Screening
 - Wastewater Filtration-Davco
 - Wastewater Filtration-FortyX

A sole source is **not** recommended for:

- Evoqua
 - Disinfection Services
 - Sludge Dewatering,
 - UV-barrier systems
 - UV-ETS Systems

SOLE SOURCE DETERMINATION SUMMARY

Date: 02/05/2020
RECOMMENDATION: Partial Approval *JL*
Supplier: Southern Company/Tencarva Machinery Company
Requesting Dept: Metro Water Services (MWS)
Description: Contract to provide products and parts for Cla-Val, Crane, Evoqua (excluding Wallace & Tiernan), Gorman Rupp, Goulds, Hayward Gordon, Henry Pratt, John Crane, Patterson Pumps, Rodney Hunt, Seepex, Trojan, and WSG Solutions.
Pricing: \$20,000,000
Method: Multi-year contract

Procurement Request: Sole Source
Legal Basis: MC 4.12.060

Dept. Claim: R4.12.060.02 - Proprietary Compatibility

Dept. Explanation: MWS has equipment from these product lines in service, the parts are not interchangeable, no other parts are compatible with existing equipment, and the proposed supplier is the only authorized representative for the product lines in this region.

Review: Under section 4.12.060 of the metropolitan code of ordinances, a contract may be awarded without competition when the purchasing agent determines there is only one source for the good or service.

In this instance, the unique identifier for Southern Company/Tencarva Machinery Company—as stated by the department—is their status as the only authorized retailer of the enumerated brands. If, therefore, any supplier is authorized to provide substantially similar services in this region for these brands, a sole source is not justifiable.

Cla-Val confirms Southern Sales Company, Inc. as their only authorized representative for Tennessee.

Crane Pumps & Systems confirms Southern Sales Company, Inc as the only authorized representative for municipalities in the region of the 37201 zip code.

Evoqua (excluding Wallace & Tiernan) identifies Southern Sales, Inc as one (1) of their multiple authorized representatives for our region. However, the number of dealers is dependent upon the application being sourced.

Gorman Rupp confirms Southern Sales Company, Inc and Tencarva Machinery Company as their only authorized representatives for municipalities in the region of the 37201 zip code.

Goulds Pumps confirms Tencarva Machinery Co. as their only authorized representative for Tennessee.

Hayward Gordon confirms Southern Sales Company, Inc. as their only authorized representative for Tennessee.

Henry Pratt confirms Southern Sales Company, Inc. as one (1) of their two (2) authorized municipal representatives for Tennessee. The second, HE Engineered Equipment Company, however, is assigned to the Memphis area.

John Crane confirms, via phone, Tencarva Machinery Co. as their only authorized representative for Tennessee.

Patterson Pump Company confirms, via phone, Southern Sales Company, Inc. as their only authorized representative for Davidson County, Tennessee.

Rodney Hunt confirms Southern Sales Company, Inc. as their only authorized representative for Tennessee.

Seepex confirms, via phone, Tencarva Machinery Company as their only authorized representative for Tennessee.

Trojan Technologies confirms, via phone, Southern Sales Company, Inc. as their only authorized representative for Davidson County, Tennessee.

WSG Solutions confirms Southern Sales Company, Inc. as their only authorized representative for Tennessee.

Based on the information above:

A sole source is recommended for:

- Cla-Val
- Crane Pumps and Systems
- Gorman Rupp
- Goulds Pumps
- Hayward Gordon
- Henry Pratt
- John Crane
- Patterson Pump Company
- Rodney Hunt
- Seepex
- Trojan Technologies
- WSG Solutions
- Evoqua (Aerators , Automation & Control)

A sole source is **not** recommended for:

- Evoqua (Aeration/Biological/Clarification, Ballasted Clarification, Disinfection, Disinfection Services, Odor Control, Screening, Sludge Dewatering, UV-barrier systems, UV-ETS Systems, Wastewater Filtration-Davco, Wastewater Filtration-FortyX)

Cantlon, Judy (Finance - Contract Compliance)

From: Belcher, Stephanie (WS)
Sent: Thursday, January 16, 2020 9:32 AM
To: Finance – Procurement Resource Group
Subject: FW: Southern Company Sole Source Contract Request - SS2020050
Attachments: Southern Co-Tencarva - SS2020050.pdf; Southern Sales Sole Source Revised.pdf; RE: Sole Source Contract

Categories: Judy

Good morning all,

Attached you will find MWS's revised sole source request with Evoqua clarification. Please let us know if additional information is required.

Stephanie Belcher
Finance Officer 3
Business & Finance Division
1600 2nd Ave North
Nashville, TN 37208
615-862-4513



From: Finance – Procurement Resource Group
Sent: Monday, January 13, 2020 1:03 PM
To: Belcher, Stephanie (WS); Finance – Procurement Resource Group
Cc: Deaton-Moyer, Amanda (WS); Freeman, Brent R. (WS); Tucker, David (WS); Binkley, Christina (WS); Ray, Terri (Finance - Procurement); Lane, Michelle (Finance - Procurement); Gardner, Amber (Finance)
Subject: RE: Southern Company Sole Source Contract Request - SS2020050

Attached is your approved sole source request. You will be contacted within 48 hours regarding the next steps for finalizing the contract.

Judy
Procurement Resource Group

From: Belcher, Stephanie (WS) <stephanie.belcher@nashville.gov>
Sent: Thursday, January 2, 2020 11:57 AM
To: Finance – Procurement Resource Group <PRG@nashville.gov>
Cc: Deaton-Moyer, Amanda (WS) <Amanda.Deaton-Moyer@nashville.gov>; Freeman, Brent R. (WS) <brent.freeman@nashville.gov>; Tucker, David (WS) <david.tucker@nashville.gov>; Binkley, Christina (WS)

<christina.binkley@nashville.gov>

Subject: Southern Company Sole Source Contract Request - SS2020050

Good afternoon group,

Attached you will find a sole source contract request for Southern Company – Division of Tencarva Machinery. Please let us know if you require any additional information.

Stephanie Belcher
Finance Officer 3
Business & Finance Division
1600 2nd Avenue North
Nashville, TN 37208
p. 615-862-4513
stephanie.belcher@nashville.gov



Needs vetting ⁵⁵²⁰³⁰⁰⁵⁰ maf

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



RECEIVED
JAN 02 2020
BY: J.C. to ML 1-3-2020

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

Proposed supplier MUST be Registered in iProcurement

Date: 1/2/2020 Requesting Department/Agency/Commission: Water Services

Requesting Official: Stephanie Belcher
a multi-year contract.

Telephone #: 615-862-4513 This request is for

Product/Service Description: Contract to provide products and parts for the following brands: Cla-Val, Crane, Evoqua, Gorman Rupp, Goulds, Hayward Gordon, Henry Pratt, John Crane, Lightnin, Limatorque, Patterson Pumps, Rodney Hunt, Seepex, Trojan, and WSG Solutions. Metro Water Services has equipment from these product lines in service within its system. Parts are not interchangeable and no other products or parts are compatible with the existing equipment. Southern Company is the only authorized representative for these product lines for this region.

Total Purchase (Enter the value for the entire contract life) Price: \$20,000,000

BU Number: 65558020 Fund #: 67331 Object Account: 503600 Any Other Accounting Info: _____

Proposed Supplier: Southern Company/Tencarva Machinery Company Proposed Supplier Contact: Travis Callis

Supplier Address: 2937 Kraft Drive City: Nashville ST: TN Zip: 37204

Supplier Telephone #: 615-254-0066 Supplier Email: tcallis@tencarva.com

Metro Code: 4.12.060 Sole Source Procurement.

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

Proprietary compatability

If Other, Explain Request: _____

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

1/2/2020
Date

Rec'd Jan 7
A
Ret'd Jan 9

To be completed by the Procurement Division

Sole Source (s) Approved for a Purchase Order 2 Year(s) Contract

Sole Source is Denied; Reason for Denial _____

SENIOR PROCUREMENT OFFICER: _____

DATE: _____

PURCHASING AGENT: _____

DATE: 1/12/2020

excludes following brands:

highrix

Evogua

himitorque

**SOLE SOURCE
DETERMINATION SUMMARY**

Date: 01/09/2020
RECOMMENDATION: Partial Approval 
Supplier: Southern Company/Tencarva Machinery Company
Requesting Dept: Metro Water Services (MWS)
Description: Contract to provide products and parts for Cla-Val, Crane, Evoqua, Gorman Rupp, Goulds, Hayward Gordon, Henry Pratt, John Crane, Lightnin, Limitorque, Patterson Pumps, Rodney Hunt, Seepex, Trojan, and WSG Solutions.
Pricing: \$20,000,000
Method: Multi-year contract

Procurement Request: Sole Source
Legal Basis: MC 4.12.060

Dept. Claim: R4.12.060.02 - Proprietary Compatibility

Dept. Explanation: MWS has equipment from these product lines in service, the parts are not interchangeable, no other parts are compatible with existing equipment, and the proposed supplier is the only authorized representative for the product lines in this region.

Review: Under section 4.12.060 of the metropolitan code of ordinances, a contract may be awarded without competition when the purchasing agent determines there is only one source for the good or service.

In this instance, the unique identifier for Southern Company/Tencarva Machinery Company —as stated by the department—is their status as the only authorized retailer of the enumerated brands. If, therefore, any supplier is authorized to provide substantially similar services in this region for these brands, a sole source is not justifiable.

Cla-Val confirms Southern Sales Company, Inc. as their only authorized representative for Tennessee.

Crane Pumps & Systems confirms Southern Sales Company, Inc as the only authorized representative for municipalities in the region of the 37201 zip code.

Evoqua identifies Southern Sales, Inc as one (1) of their multiple authorized representatives for Tennessee. However, the number of dealers is dependent upon the application being sourced. Some (sludge dewatering) identify multiple authorized representatives for Tennessee; others (automation & controls) identify only Southern Sales, Inc. The sole source request does not note which products from this line would be procured through this supplier.

Gorman Rupp confirms Southern Sales Company, Inc and Tencarva Machinery Company as their only authorized representatives for municipalities in the region of the 37201 zip code.

Goulds Pumps confirms Tencarva Machinery Co. as their only authorized representative for Tennessee.

Hayward Gordon confirms Southern Sales Company, Inc. as their only authorized representative for Tennessee.

Henry Pratt confirms Southern Sales Company, Inc. as one (1) of their two (2) authorized municipal representatives for Tennessee. The second, HE Engineered Equipment Company, however, is assigned to the Memphis area.

John Crane confirms, via phone, Tencarva Machinery Co. as their only authorized representative for Tennessee.

Lightnin (SPXFlow) identifies Rogers-Turner & Associates, Inc of Chattanooga as their only authorized municipal representative for Davidson County, Tennessee. Notably, neither Southern Sales Company, Inc or Tencarva Machinery Company appear to list this brand among their product lines offered.

Limitorque identifies, via phone, Process Supplies of Lenoir City as their only authorized municipal representative for Tennessee. Notably, neither Southern Sales Company, Inc or Tencarva Machinery Company appear to list this brand—or the umbrella company FlowServe—among their product lines offered.

Patterson Pump Company confirms, via phone, Southern Sales Company, Inc. as their only authorized representative for Davidson County, Tennessee.

Rodney Hunt confirms Southern Sales Company, Inc. as their only authorized representative for Tennessee.

Seepex confirms, via phone, Tencarva Machinery Company as their only authorized representative for Tennessee.

Trojan Technologies confirms, via phone, Southern Sales Company, Inc. as their only authorized representative for Davidson County, Tennessee.

WSG Solutions confirms Southern Sales Company, Inc. as their only authorized representative for Tennessee.

Based on the information above:

A sole source is recommended for:

- Cla-Val
- Crane Pumps and Systems
- Gorman Rupp
- Goulds Pumps
- Hayward Gordon
- Henry Pratt
- John Crane
- Patterson Pump Company
- Rodney Hunt
- Seepex
- Trojan Technologies
- WSG Solutions

A sole source is **not** recommended for:

- Lightnin (SPXFlow)
- Limitorque
- Evoqua

Exhibit A-1 Pricing for contract 6469119 (Products)

Vendor	Manufacturer List Price Discount
Cla-Val	10%
Crane Pumps & Systems	10%
Gorman Rupp Company	0%
Goulds Pumps	10%
Hayward Gordon	0%
Henry Pratt	0%
John Crane	5%
Patterson Pump Company	0%
Rodney Hunt	0%
SEEPEX	10%
Trojan Technologies	
Engineered Equipment Systems	0%
UV 3000+ Lamps - Quantities of 256 or greater	25%
UV 3000+ Lamps - Quantities less than 256	10%
UV 3000+ Quartz Sleeves - Quantities of 256 or greater	25%
UV 3000+ Quartz Sleeves - Quantities less than 256	5%
UV 3000+ Driver	20%
UV 3000+ Wiper Seals	5%
Other Parts Not Listed Above	5%
Acticlean	5%
WSG Solutions	0%
Evoqua Water Technologies	
Engineered Equipment Systems	0%
Aerators	0%
Automation & Control	0%
Aeration / Biological / Clarification	0%
Ballasted Clarification	0%
Disinfection	0%
Odor Control	0%
Screening	0%
Wastewater Filtration - DAVCO	0%
Wastewater Filtration - FortyX	0%
Huber	0%
Aquanox	0%
JDV	0%
American Cone Valve	0%
Vogelsang	0%
Toshiba	0%
Prime Controls	0%

Exhibit A-Pricing for contract 6469119 (Services)			
Subcontractor Prime Controls			
<i>ENGINEERING</i>	Straight Time Rate*	Overtime Rate**	Double Time Rate***
Project Engineer, Sr	\$231.00	\$308.00	\$416.00
Project Engineer	\$193.00	\$256.00	\$347.00
Automation Specialist, Sr	\$215.00	\$286.00	\$386.00
Automation Specialist 2	\$182.00	\$242.00	\$327.00
Automation Specialist 1	\$138.00	\$183.00	\$248.00
Automation Technician	\$127.00	\$168.00	\$228.00
E&I Designer, Sr	\$160.00	\$212.00	\$287.00
E&I Designer	\$154.00	\$205.00	\$277.00
E&I Drafter	\$99.00	\$132.00	\$178.00
Panel Design Supervisor	\$182.00	\$242.00	\$327.00
Panel Design Team Lead	\$165.00	\$220.00	\$297.00
Panel Designer, Sr	\$127.00	\$168.00	\$228.00
Panel Designer 2	\$116.00	\$154.00	\$208.00
Panel Designer 1	\$110.00	\$146.00	\$198.00
Documentation Specialist	\$86.00	\$114.00	\$154.00
Intern	\$77.00	\$102.00	\$139.00
IT Specialist	\$176.00	\$234.00	\$317.00
ICS Network Specialist	\$171.00	\$227.00	\$307.00
IT Security Analyst	\$154.00	\$205.00	\$277.00
IT Network Analyst	\$154.00	\$205.00	\$277.00
<i>CONSTRUCTION</i>			
Construction Manager	\$171.00	\$227.00	\$307.00
I&C Supervisor, Sr	\$160.00	\$212.00	\$287.00
I&C Supervisor	\$143.00	\$190.00	\$257.00
Superintendent	\$143.00	\$190.00	\$257.00
Technician 2	\$121.00	\$162.00	\$218.00
Technician 1	\$116.00	\$154.00	\$208.00
Electrician, Journeyman	\$127.00	\$168.00	\$228.00
Electrician, Apprentice	\$105.00	\$140.00	\$188.00
Quality Management	\$176.00	\$234.00	\$317.00
Safety Specialist	\$143.00	\$190.00	\$257.00
<i>PRODUCTION</i>			
Production Management	\$154.00	\$205.00	\$277.00
Production Associate 2	\$88.00	\$118.00	\$158.00
Production Associate 1	\$105.00	\$140.00	\$188.00
Panel Shop Helper	\$84.00	\$111.00	\$151.00
Quality Technician	\$132.00	\$176.00	\$238.00
<i>PROJECT MANAGEMENT</i>			
Account Manager	\$264.00	\$352.00	\$475.00
Project Manager, Sr	\$220.00	\$293.00	\$396.00
Project Manager	\$198.00	\$264.00	\$356.00
Assistant Project Manager	\$143.00	\$190.00	\$257.00

Exhibit A-Pricing for contract 6469119 (Services)

Subcontractor Prime Controls

<i>ENGINEERING</i>	Straight Time Rate*	Overtime Rate**	Double Time Rate***
Project Coordinator	\$127.00	\$168.00	\$228.00
Receiving Coordinator	\$99.00	\$132.00	\$178.00
Estimator	\$149.00	\$198.00	\$267.00
Purchasing Coordinator	\$116.00	\$154.00	\$208.00
Administrative Support	\$83.00	\$110.00	\$149.00

* Straight time is defined as 8 hours worked between the hours of 7am-4pm (w/ an hour lunch) Monday thru Friday. Minimum hours to be billed during these hours is 3.

** Overtime is defined as any hours worked outside the straight time hours of 7am-4pm Monday thru Friday excluding Holidays. Minimum hours to be billed during these hours is 4.

*** Double time rates will only be paid for work done on the following Holidays: New Year's Day, Easter Sunday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day. Minimum hours to be billed for these days is 4.

Note 1- Any reimbursement for travel must be aligned with Metro's travel policy and must be reimbursed in accordance with the Conus Governmental Rates. All Travel arrangements are to be negotiated and pre agreed upon per project/assignment.

*Escalation of services rates for Prime Controls will be allowed on an annual basis and will be justified by the Consumer Price Index, with a maximum percentage of 5% annually. Requests for escalation must be submitted no later than 60 days prior to the anniversary date of this contract. Approved rates would take

Certificate Of Completion

Envelope Id: 6622D3E0C43C423F841173AA7A028178	Status: Sent
Subject: Metro Contract 6469119 Amendment 1 with Southern Sales Co, a Division of Tencarva Machinery (Water)	
Source Envelope:	
Document Pages: 75	Signatures: 10
Certificate Pages: 17	Initials: 4
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 2/22/2024 2:22:06 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
Terri L. Ray Terri.Ray@nashville.gov Finance Manager Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 2/22/2024 2:29:33 PM Viewed: 2/22/2024 2:30:00 PM Signed: 2/22/2024 2:30:10 PM
Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Amanda Deaton-Moyer Amanda.Deaton-Moyer@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 2/22/2024 2:30:13 PM Viewed: 2/22/2024 3:28:26 PM Signed: 2/22/2024 3:28:42 PM
Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.192		

Electronic Record and Signature Disclosure:
Accepted: 2/22/2024 3:28:26 PM
ID: 4dae6240-3831-4dd5-9583-3dfb477ff9f5

Alla Cross alla.cross@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 2/22/2024 3:28:46 PM Viewed: 2/23/2024 8:08:09 AM Signed: 2/23/2024 8:09:21 AM
Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185		

Electronic Record and Signature Disclosure:
Accepted: 2/23/2024 8:09:18 AM
ID: 520ac3e4-f88d-442f-a4ee-dd77c02248bb

William C. Allen ballen@southernsalesinc.com Vice-President Southern Sales Co. a Division of Tencarva Machinery Co. Security Level: Email, Account Authentication (None)		Sent: 2/23/2024 8:09:25 AM Viewed: 2/23/2024 9:24:32 AM Signed: 2/23/2024 9:25:52 AM
Signature Adoption: Pre-selected Style Using IP Address: 199.101.120.58		

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Accepted: 2/23/2024 9:24:32 AM
ID: a94326d0-7336-414c-bd5e-7694f7b67059

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: 2/23/2024 9:25:59 AM
Viewed: 2/23/2024 2:02:56 PM
Signed: 3/13/2024 5:20:27 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Scott Potter
scott.potter@nashville.gov
Director
Security Level: Email, Account Authentication
(None)

Scott Potter

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.192

Sent: 3/13/2024 5:20:34 PM
Viewed: 3/14/2024 8:27:01 AM
Signed: 3/14/2024 8:27:10 AM

Electronic Record and Signature Disclosure:
Accepted: 3/14/2024 8:27:01 AM
ID: e1a5fb5d-a19b-4943-9e42-2e475735e1f9

Kevin Crumbo/tlo
talia.lomaxodneal@nashville.gov
Dep Dir of Finance
Security Level: Email, Account Authentication
(None)

Kevin Crumbo/tlo

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

Sent: 3/14/2024 8:27:17 AM
Viewed: 3/14/2024 9:42:22 AM
Signed: 3/14/2024 9:42:41 AM

Electronic Record and Signature Disclosure:
Accepted: 3/14/2024 9:42:22 AM
ID: 1a13d00b-e83c-4a53-a07c-4a91c37f5b5b

Kevin Crumbo/mjw
MaryJo.Wiggins@nashville.gov
Security Level: Email, Account Authentication
(None)

Kevin Crumbo/mjw

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

Sent: 3/14/2024 9:42:45 AM
Viewed: 3/14/2024 10:08:47 AM
Signed: 3/14/2024 10:10:12 AM

Electronic Record and Signature Disclosure:
Accepted: 3/14/2024 10:08:47 AM
ID: d2df23c5-0a59-4fad-b77d-0e9f2d239ea5

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

BC

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

Sent: 3/14/2024 10:10:17 AM
Viewed: 3/14/2024 10:31:07 AM
Signed: 3/14/2024 10:31:18 AM

Electronic Record and Signature Disclosure:
Accepted: 3/14/2024 10:31:07 AM
ID: b315cd73-e8d1-4a49-a9b9-c9b2ebf44f41

Signer Events	Signature	Timestamp
Tara Ladd tara.ladd@nashville.gov Assistant Metropolitan Attorney Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 3/14/2024 10:31:25 AM Viewed: 3/14/2024 10:32:08 AM Signed: 3/14/2024 10:32:32 AM

Electronic Record and Signature Disclosure:
 Accepted: 3/14/2024 10:32:08 AM
 ID: af7475a4-acea-44e3-884a-07399a4ba11f

Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 3/14/2024 10:32:41 AM Viewed: 3/14/2024 10:34:38 AM
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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 Stewart john.stewart@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 2/22/2024 2:29:34 PM
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Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/14/2024 7:32:33 AM ID: 47f2a006-a141-48c2-9154-308566a8f9a4		Sent: 3/14/2024 10:32:38 AM
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Tara Ladd tara.ladd@nashville.gov Assistant Metropolitan Attorney Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/14/2024 10:32:08 AM ID: af7475a4-acea-44e3-884a-07399a4ba11f		Sent: 3/14/2024 10:32:39 AM Viewed: 3/14/2024 10:33:10 AM
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Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure:		
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Carbon Copy Events	Status	Timestamp
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Accepted: 3/14/2024 10:20:11 AM
 ID: 94a910f9-30e0-4eeb-b4d6-d05e83fcb324

Christopher Wood
 Christopher.Wood@nashville.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Stephanie Belcher
 Stephanie.belcher@nashville.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 3/11/2024 6:43:56 PM
 ID: aa36082a-ddd5-4b16-8bb9-e4ef7d1a9671

Amber Gardner
 Amber.Gardner@nashville.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 2/29/2024 8:09:04 AM
 ID: cd8aa37d-a7aa-4bf0-b2b8-ccdcdcbe0adb

Jessica Angulo
 jessica.angulo@nashville.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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	2/22/2024 2:29:34 PM
Certified Delivered	Security Checked	3/14/2024 10:34:38 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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2024 MAR 26 PM 12:05
FILED METROPOLITAN CLERK

ORIGINAL

METROPOLITAN COUNTY COUNCIL

Bill No. BL2024-308

An ordinance approving amendment 1 to the contract between the Metropolitan Government of Nashville and Davidson County and Southern Sales Co, a Division of Tencarva Machinery.

Introduced APR 02 2024

Passed First Reading APR 02 2024

Amended _____

Passed Second Reading APR 16 2024

Passed Third Reading MAY 07 2024

Approved MAY 13 2024

By 
Metropolitan Mayor

Certificate Of Completion

Envelope Id: EEA6C57DDF484787B252AE93C08EA8B2	Status: Completed
Subject: Metro Contract 6469119 Amendment 1 with Southern Sales Co, a Division of Tencarva Machinery (Water)	
Source Envelope:	
Document Pages: 82	Signatures: 0
Certificate Pages: 17	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185

Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
5/20/2024 2:20:35 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

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

John Stewart john.stewart@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/20/2024 2:28:12 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Terri L. Ray Terri.Ray@nashville.gov Finance Manager Metropolitan Government of Nashville and Davidson County	COPIED	Sent: 5/20/2024 2:28:12 PM
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Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Amanda Deaton-Moyer Amanda.Deaton-Moyer@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/20/2024 2:28:12 PM
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Electronic Record and Signature Disclosure:
Accepted: 5/14/2024 4:13:44 PM
ID: 97624647-399d-4fbb-9240-e90f31f0a9da

Carbon Copy Events	Status	Timestamp
<p>Alla Cross alla.cross@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/20/2024 8:07:03 AM ID: 8634b171-ad98-4d90-99a6-d83be5e23611</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 5/20/2024 2:28:13 PM</p>
<p>William C. Allen ballen@southernsalesinc.com Vice-President Southern Sales Co. a Division of Tencarva Machinery Co. Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/23/2024 9:24:32 AM ID: a94326d0-7336-414c-bd5e-7694f7b67059</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 5/20/2024 2:28:13 PM Viewed: 5/20/2024 2:34:56 PM</p>
<p>Michelle A. Hernandez Lane michelle.lane@nashville.gov Deputy Director of Finance Metro Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 5/20/2024 2:28:13 PM</p>
<p>Scott Potter scott.potter@nashville.gov Director Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/16/2024 10:01:57 AM ID: 86844f38-183c-4e88-9025-4675e9327a4d</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 5/20/2024 2:28:13 PM</p>
<p>Kevin Crumbo/tlo talia.lomaxodneal@nashville.gov Dep Dir of Finance Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/18/2024 8:06:06 AM ID: c271969b-dfe0-4d5c-85e9-2ec6634fe0d8</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 5/20/2024 2:28:13 PM</p>
<p>Kevin Crumbo/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/20/2024 10:56:28 AM ID: de766023-1319-49f7-936a-11fb4727c0c0</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 5/20/2024 2:28:14 PM</p>
<p>Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/16/2024 11:32:10 AM ID: 5699bf4b-724b-486c-99f6-eead3bdc471a</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 5/20/2024 2:28:14 PM</p>

Carbon Copy Events	Status	Timestamp
<p>Tara Ladd tara.ladd@nashville.gov Assistant Metropolitan Attorney Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/10/2024 10:12:53 AM ID: 5e6f5a2f-0fdb-40b9-985a-934127b81a40</p>	<p style="text-align: center; border: 2px solid blue; padding: 5px;">COPIED</p>	<p>Sent: 5/20/2024 2:28:14 PM</p>
<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/20/2024 10:40:05 AM ID: e9ea4e7a-bd52-430b-ac46-48409d0a2453</p>	<p style="text-align: center; border: 2px solid blue; padding: 5px;">COPIED</p>	<p>Sent: 5/20/2024 2:28:14 PM Viewed: 5/20/2024 2:43:47 PM</p>
<p>Tara Ladd tara.ladd@nashville.gov Assistant Metropolitan Attorney Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/10/2024 10:12:53 AM ID: 5e6f5a2f-0fdb-40b9-985a-934127b81a40</p>	<p style="text-align: center; border: 2px solid blue; padding: 5px;">COPIED</p>	<p>Sent: 5/20/2024 2:28:15 PM</p>
<p>Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/20/2024 7:52:49 AM ID: 6c81f7d3-d594-4f7c-9c4d-8ead1bec54dc</p>	<p style="text-align: center; border: 2px solid blue; padding: 5px;">COPIED</p>	<p>Sent: 5/20/2024 2:28:15 PM</p>
<p>Christopher Wood Christopher.Wood@nashville.gov Director, BAO Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p style="text-align: center; border: 2px solid blue; padding: 5px;">COPIED</p>	<p>Sent: 5/20/2024 2:28:15 PM</p>
<p>Stephanie Belcher Stephanie.belcher@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/3/2024 6:44:12 AM ID: 5e730fd3-eeae-442e-9fd5-86e8d1cf8a75</p>	<p style="text-align: center; border: 2px solid blue; padding: 5px;">COPIED</p>	<p>Sent: 5/20/2024 2:28:15 PM</p>
<p>Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/29/2024 8:09:04 AM ID: cd8aa37d-a7aa-4bf0-b2b8-ccdcdcb0adb</p>	<p style="text-align: center; border: 2px solid blue; padding: 5px;">COPIED</p>	<p>Sent: 5/20/2024 2:28:16 PM</p>
<p>Jessica Angulo jessica.angulo@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p style="text-align: center; border: 2px solid blue; padding: 5px;">COPIED</p>	<p>Sent: 5/20/2024 2:28:16 PM</p>

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	5/20/2024 2:28:12 PM
Certified Delivered	Security Checked	5/20/2024 2:28:16 PM
Signing Complete	Security Checked	5/20/2024 2:28:16 PM
Completed	Security Checked	5/20/2024 2:28:16 PM

Payment Events	Status	Timestamps
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- "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System.
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- "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>.
- "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

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

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

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

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

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

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

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

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

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

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

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1.866.219.4318. Neither party will be liable for, or be considered to be in breach of or default on account of, any delay or failure to perform as required by these Terms and Conditions as a result of any cause or condition beyond such party's reasonable control, so long as such party uses all commercially reasonable efforts to avoid or remove such causes of non-performance or delay. These Terms and Conditions are governed in all respects by the laws of the State of Washington as such laws are applied to agreements entered into and to be performed entirely within Washington between Washington residents. Any controversy or claim arising out of or relating to these Terms and Conditions, the Hosted Service, or the Site will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in King County, Washington, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by Washington law. Notwithstanding the foregoing, either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. By using the Site or the Subscription Service, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in King County, Washington. Any legal action by Subscriber arising under these Terms and Conditions must be initiated within two years after the cause of action arises. The waiver by either party of any breach of any provision of these Terms and Conditions does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with these Terms and Conditions will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms and Conditions. If any part of these Terms and Conditions is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms and Conditions will remain in full force and effect. If any material limitation or restriction on the grant of any license to Subscriber under these Terms and Conditions is found to be illegal, unenforceable, or invalid, the license will immediately terminate. Except as set forth in Section 2 of these Terms and Conditions, these Terms and Conditions may not be amended except in writing signed by both you and us. In the event that we make such a change that has a material adverse impact on your rights or use of the Service, you may terminate these Terms and Conditions by giving us notice within 20 days of the date we notify you, and you will not be charged any cancellation fee. These Terms and Conditions are the final and complete expression of the agreement between these parties regarding the Subscription Service. These Terms and Conditions supersede, and the terms of these Terms and Conditions govern, all previous oral and written communications regarding these matters.

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JLR



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

November 15, 2023

William C. Allen
Southern Sales Co, A Division of Tencarva Machinery
2937 Kraft Drive
Nashville, TN 37204

Re: Revised Line Item Pricing for Contract # **6469119**

To whom it may concern:

The Metropolitan Government of Nashville and Davidson County ("Metro") has completed the review of the revised updated pricing. Metro has agreed to incorporate the attached **Exhibit A-Pricing** into the referenced Contract. This revised exhibit will go into effect when both parties below have signed.

The Contract shall otherwise continue in full force and effect, pursuant to its terms. There will be no change to the original value of the Contract.

The Metropolitan Government of Nashville and Davidson County:

Contractor:
Southern Sales Co, a Division of Tencarva Machinery

Michelle A. Hernandez Lane
Purchasing Agent

William C Allen
Contracting Authority

Michelle A. Hernandez Lane
Printed Name

william C Allen
Printed Name

11/17/2023 | 2:39 PM CST
Date Signed

11/17/2023 | 9:38 PM CET
Date Signed

Exhibit A-Pricing for contract 6469119

Vendor	Manufacturer List Price Discount
Cla-Val	10%
Crane Pumps & Systems	10%
Gorman Rupp Company	0%
Goulds Pumps	10%
Hayward Gordon	0%
Henry Pratt	0%
John Crane	5%
Patterson Pump Company	0%
Rodney Hunt	0%
SEEPEX	10%
Trojan Technologies	
Engineered Equipment Systems	0%
UV 3000+ Lamps - Quantities of 256 or greater	25%
UV 3000+ Lamps - Quantities less than 256	10%
UV 3000+ Quartz Sleeves - Quantities of 256 or greater	25%
UV 3000+ Quartz Sleeves - Quantities less than 256	5%
UV 3000+ Driver	20%
UV 3000+ Wiper Seals	5%
Other Parts Not Listed Above	5%
Acticlean	5%
WSG Solutions	0%
Evoqua Water Technologies	
Engineered Equipment Systems	0%
Aerators	0%
Automation & Control	0%
Aeration / Biological / Clarification	0%
Ballasted Clarification	0%
Disinfection	0%
Odor Control	0%
Screening	0%
Wastewater Filtration - DAVCO	0%
Wastewater Filtration - FortyX	0%
Huber	0%
Aquanox	0%
JDV	0%
American Cone Valve	0%
Vogelsang	0%
Toshiba	0%
Prime Controls	0%

Stewart, John (Finance)

From: Belcher, Stephanie (WS)
Sent: Wednesday, November 15, 2023 7:57 AM
To: Stewart, John (Finance); Deaton-Moyer, Amanda (WS)
Subject: RE: Southern Sales Co, a Division of Tencarva Machinery (add lines)(Contract 6469119) (LA2024064)-dept approval

The Department approves.
Thank you John.

Stephanie Belcher
Business & Finance Division
1600 2nd Ave North
Nashville, TN 37208
p. 615-862-4513
stephanie.belcher@nashville.gov



Sensitive banking information, including ACH forms, should never be forwarded, attached to, or be in the body of emails. The iSupplier system is vendor managed and the vendor is responsible for attaching its sensitive information to its profile. This control is for security purposes.

From: Stewart, John (Finance) <John.Stewart@nashville.gov>
Sent: Tuesday, November 14, 2023 2:37 PM
To: Belcher, Stephanie (WS) <stephanie.belcher@nashville.gov>; Deaton-Moyer, Amanda (WS) <Amanda.Deaton-Moyer@nashville.gov>
Subject: Southern Sales Co, a Division of Tencarva Machinery (add lines)(Contract 6469119)(LA2024064)

Sending over for Department review and approval of the attached documents. Please let me know if there are any questions.

John Stewart
Procurement Officer 2
Metro Nashville Department of Finance
Procurement Division
730 President Ronald Reagan Way, Ste. 220
Nashville, TN 37210
615-862-6163

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



SS #: SS2024053

Date Received: Oct. 19, 2023

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

Proposed supplier MUST be Registered in iProcurement

Date: 9/22/2023 Requesting Department/Agency/Commission: Water Services

Requesting Official: Stephanie Belcher Telephone #: 615-862-4513 This is for
Select from the Drop Down Box

Product/Service Description: American Cone Valve/AC Service & Repair Parts and Products

Total Purchase (Enter the value for the entire contract life) Price: \$n/a

BU Number: 65558020 Fund #: 67331 Object Account: 503600 Any Other Accounting Info: _____

Proposed Supplier: Southern Company a Division of Tencarva Machinery Proposed Supplier Contact: Bill Allen

Supplier Address: 2937 Kraft Drive City: Nashville ST: TN Zip: 37204

Supplier Telephone #: 615-727-6203 Supplier Email: ballen@southernsales.com

Metro Code: 4.12.060 Sole Source Procurement.

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

R4.12.060.02 Conditions for Use of Sole Source Procurement.

Other, see explanation below

If Other, Explain Request: Metro Water Services has American Cone Valve products within its system (George Reyer Pumping Station at Omohundro WTP). Only American Cone Valve products and parts are compatible with existing equipment. The Department requests to add this line to existing contract 6469119..

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: SB

Requesting Department Director's Signature of Approval: Amanda Deaton-Moyer

Date: 10/20/2023 | 6:12 AM PDT

SS #: SS2024053

Date Received: Oct. 19, 2023

To be completed by the Procurement Division

Vetting & Research Needed; Date Requested by Purchasing Agent _____

Sole Source is Approved for: LOA _____

Sole Source is Denied (See determination summary for denial reason)

PURCHASING AGENT: Michelle R. Hernandez Lane **Date:** 10/27/2023 | 4:08 PM



Date: September 19, 2023

To: Ms. Stephanie Belcher
Metro Water Services
1600 2nd Ave. North, Third Floor
Nashville, TN 37208

Subject: Sole Source Representative

To whom it may concern:

American Cone Valve, Inc. and A/C Service & Repair, Inc. is the sole manufacturer of its products. Southern Sales Company, a Division of Tencarva Machinery Company, is the sole Municipal Representative for American Cone Valve, Inc and A/C Service & Repair, Inc. in the State of Tennessee for the purchase of new products, OEM repair parts, and maintenance.

No other representative can sell products, repaired or replacement parts, maintenance, repair or replacement services, field services, or technical support for American Cone Valve, Inc. and A/C Service & Repair, Inc.

Your contact for Southern Sales Company-Tencarva Municipal is:

Name: Mr. Bill Allen
Address: 2397 Kraft Drive Nashville, TN 37204
Phone: (615)727-6203 X1612 office (615)604-3107 cell
Email: ballen@SouthernSalesInc.com

If you have questions regarding this agreement, please contact Justin Ross at (717) 792-3492 or email justinross@acservicerepair.com

Sincerely,

A handwritten signature in black ink that reads 'Justin Ross'.

Justin Ross
President
American Cone Valve Inc.
A/C Service & Repair, Inc

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



SS #: SS2024052

Date Received: Oct. 19, 2023

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

Proposed supplier MUST be Registered in iProcurement

Date: 9/22/2023 Requesting Department/Agency/Commission: Water Services

Requesting Official: Stephanie Belcher Telephone #: 615-862-4513 This is for
Select from the Drop Down Box

Product/Service Description: Fontaine-Aquanox Repair Parts and Products

Total Purchase (Enter the value for the entire contract life) Price: \$n/a

BU Number: 65558020 Fund #: 67331 Object Account: 503600 Any Other Accounting Info: _____

Proposed Supplier: Southern Company a Division of Tencarva Machinery Proposed Supplier Contact: Bill Allen

Supplier Address: 2937 Kraft Drive City: Nashville ST: TN Zip: 37204

Supplier Telephone #: 615-727-6203 Supplier Email: ballen@southernsales.com

Metro Code: 4.12.060 Sole Source Procurement.

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

R4.12.060.02 Conditions for Use of Sole Source Procurement.

Other, see explanation below

If Other, Explain Request: Metro Water Services has Fontaine-Aquanox water control gates within its system. Only Fontaine-Aquanox products and parts are compatible with existing equipment. The Department requests to add this line to existing contract 6469119.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: SB

Requesting Department Director's Signature of Approval: Amanda Deaton-Moyer

Date: 10/20/2023 | 6:11 AM PDT

SS #: SS2024052

Date Received: Oct. 19, 2023

To be completed by the Procurement Division

Vetting & Research Needed; Date Requested by Purchasing Agent _____

Sole Source is Approved for: LOA _____

Sole Source is Denied (See determination summary for denial reason)

PURCHASING AGENT: Michelle A. Hernandez Lane **Date:** 10/27/2023 | 4:14 PM



August 30, 2023

Ms. Stephanie Belcher
Metro Water Services
1600 2nd Ave. North
Third Floor
Nashville, TN 37208

Re: Fontaine-Aquanox Water Control Gates - Local Representation in the State of Tennessee

Dear Stephanie:

Southern Sales Company, a Division of Tencarva Machinery Company is our sole source exclusive Municipal Representative for Fontaine-Aquanox products in the State of Tennessee.

Fontaine and Rodney Hunt Company were both formerly owned by Rexnord and have since been sold to two different companies. Today, Fontaine is a wholly owned division of ISE metal Inc. and marketed as Fontaine Aquanox Water Control Gates.

Yours truly,

A handwritten signature in black ink, appearing to be "ML", with a long horizontal line extending to the right.

Michael Lawrence
Director of Sales
Fontaine-Aquanox Water Control Gates
Michael.lawrence@iseaquanox.com
613-795-5041

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



SS #: SS2024054

Date Received: Oct. 19, 2023

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

Proposed supplier MUST be Registered in iProcurement

Date: 9/22/2023 Requesting Department/Agency/Commission: Water Services

Requesting Official: Stephanie Belcher Telephone #: 615-862-4513 This is for
Select from the Drop Down Box

Product/Service Description: JDV Equipment Corporation Parts and Products

Total Purchase (Enter the value for the entire contract life) Price: \$n/a

BU Number: 6558010 Fund #: 67331 Object Account: 503600 Any Other Accounting Info: _____

Proposed Supplier: Southern Company a Division of Tencarva Machinery Proposed Supplier Contact: Bill Allen

Supplier Address: 2937 Kraft Drive City: Nashville ST: TN Zip: 37204

Supplier Telephone #: 615-727-6203 Supplier Email: ballen@southernsales.com

Metro Code: 4.12.060 Sole Source Procurement.

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

R4.12.060.02 Conditions for Use of Sole Source Procurement.

Other, see explanation below

If Other, Explain Request: Metro Water Services has JDV Equipment within its system. Only JDV Equipment Corporation products and parts are compatible with existing equipment. The Department requests to add this line to existing contract 6469119.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: SB

Requesting Department Director's Signature of Approval: Amanda Seaton-Moyer

Date: 10/20/2023 | 6:13 AM PDT

SS #: SS2024054

Date Received: Oct. 19, 2023

To be completed by the Procurement Division

Vetting & Research Needed; Date Requested by Purchasing Agent _____

Sole Source is Approved for: LOA _____

Sole Source is Denied (See determination summary for denial reason)

PURCHASING AGENT: Michelle R. Hernandez Lane **Date:** 10/27/2023 | 4:08 PM



JDV Equipment Corporation

Incorporating Ralph B. Carter Company

SOLE SOURCE LETTER

Date: September 19th, 2023

Subject: Metro Water Services (Nashville)

To: Ms. Stephanie Belcher
Metro Water Services
1600 2nd Ave. North
Nashville, TN 37208

Ms. Stephanie Belcher,

This letter certifies that Southern Sales Company Division of Tencarva Machinery Company is the sole source exclusive Municipal Representative for JDV Equipment Corporation in the State of Tennessee. This includes Ralph B. Carter products. JDV Equipment Corporation has all the necessary engineering drawings and records to accurately supply replacement parts to meet OEM specifications.

Additionally, in order for the existing equipment to continue to operate properly, all replacement parts for existing JDV Equipment and Ralph B. Carter product must be manufactured by JDV Equipment Corporation. Non-OEM parts would void existing equipment warranties.

Should you have any questions, please don't hesitate to contact me directly.

Best Regards,

Ryan C. Kelly
Eastern Regional Sales Manager
JDV Equipment Corporation
ryan@jdvequipment.com
(973) 960-2722 – cell
(973) 366-6556 ext. 111 – office

Cc: Bob Abbott – President, Amanda Guilbert – Executive Assistant

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



SS #: SS2024051

Date Received: Oct. 19, 2023

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

Proposed supplier MUST be Registered in iProcurement

Date: 9/22/2023 Requesting Department/Agency/Commission: Water Services

Requesting Official: Stephanie Belcher Telephone #: 615-862-4513 This is for
Select from the Drop Down Box

Product/Service Description: Prime Controls Parts, Products, and Service

Total Purchase (Enter the value for the entire contract life) Price: \$n/a

BU Number: 65560210 Fund #: 67331 Object Account: 503600 Any Other Accounting Info: _____

Proposed Supplier: Southern Company a Division of Tencarva Machinery Proposed Supplier Contact: Bill Allen

Supplier Address: 2937 Kraft Drive City: Nashville ST: TN Zip: 37204

Supplier Telephone #: 615-727-6203 Supplier Email: ballen@southernsales.com

Metro Code: 4.12.060 Sole Source Procurement.

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

R4.12.060.02 Conditions for Use of Sole Source Procurement.

Other, see explanation below

If Other, Explain Request: Metro Water Services has Prime Controls control systems being installed as part of Process Improvements in the water treatment system. Only Prime Controls products and parts are compatible with existing equipment. The Department requests to add this line to existing contract 6469119.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: SB

Requesting Department Director's Signature of Approval: Amanda Deaton-Moyer

Date: 10/20/2023 | 6:12 AM PDT

SS #: SS2024051

Date Received: Oct. 19, 2023

To be completed by the Procurement Division

Vetting & Research Needed; Date Requested by Purchasing Agent _____

Sole Source is Approved for: LOA _____

Sole Source is Denied (See determination summary for denial reason)

PURCHASING AGENT: Michelle R. Hernandez Lane **Date:** 10/27/2023 | 4:13 PM



230 GREAT CIRCLE ROAD, SUITE 234 · NASHVILLE, TN 37228
PHONE 815-382-8389 · TOLL FREE 866-99-SCADA · WWW.PRIME-CONTROLS.COM

September 18, 2023

Ms. Stephanie Belcher
Metro Water Services
1600 2nd Ave. North
Third Floor
Nashville, TN 37208

Re: Prime Controls – Sole Source Representation in the State of Tennessee

Dear Stephanie:

Please accept this correspondence as confirmation that Southern Sales Company, a Division of Tencarva Machinery Company is the exclusive sole source Municipal Representative for the Systems Integration Services and Control System Material Procurement of Prime Controls, L.P. in the State of Tennessee. Their representation of Prime Controls includes all of the geography served by Metro Water Services.

Should you require any additional conformation, please let me know.

Prime Controls, LP

A handwritten signature in blue ink, appearing to read "AJ Geunterman".

AJ Geunterman
Business Development Manager
(815)382-8389
a.geunterman@prime-controls.com

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



SS #: SS2024056

Date Received: Oct. 19, 2023

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

Proposed supplier MUST be Registered in iProcurement

Date: 10/19/2023 Requesting Department/Agency/Commission: Water Services

Requesting Official: Stephanie Belcher Telephone #: 615-862-4513 This is for
Select from the Drop Down Box

Product/Service Description: Toshiba Parts and Products

Total Purchase (Enter the value for the entire contract life) Price: \$n/a

BU Number: 6558020 Fund #: 67331 Object Account: 503600 Any Other Accounting Info: _____

Proposed Supplier: Southern Company a Division of Tencarva Machinery Proposed Supplier Contact: Bill Allen

Supplier Address: 2937 Kraft Drive City: Nashville ST: TN Zip: 37204

Supplier Telephone #: 615-727-6203 Supplier Email: ballen@southernsales.com

Metro Code: 4.12.060 Sole Source Procurement.

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

R4.12.060.02 Conditions for Use of Sole Source Procurement.

Other, see explanation below

If Other, Explain Request: Metro Water Services has Toshiba flow meters within its system. Only Toshiba products and parts are compatible with existing equipment. The Department requests to add this line to existing contract 6469119.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: SB

Requesting Department Director's Signature of Approval: Amanda Dexton-Mayer

Date: 10/20/2023 | 6:11 AM PDT

SS #: SS2024056

Date Received: Oct. 19, 2023

To be completed by the Procurement Division

Vetting & Research Needed; Date Requested by Purchasing Agent _____

Sole Source is Approved for: LOA _____

Sole Source is Denied (See determination summary for denial reason)

PURCHASING AGENT: Michelle R. Hernandez Lane **Date:** 10/27/2023 | 4:14 PM

TOSHIBA

October 12, 2023

Ms. Stephanie Belcher
Metro Water Services
1600 2nd Ave. North
Third Floor
Nashville, TN 37208

To whom it may concern-

This letter is to confirm that Southern Sales a Division of Tencarva Machinery Company, LLC is our authorized sales representative of Toshiba International Corporation to sell and service Toshiba Instrumentation Products in the State of Tennessee.

“Toshiba Instrumentation Product” means LF654, LF664, LF494, LF516, GF630/632 series Electromagnetic Flow & LQ500 Microwave Total Solids/Density Meter Instrumentation, replacement parts, maintenance, repair and replacement services, field services and technical support.

Please contact Southern Sales to serve your needs from new products, OEM repair, parts, and maintenance:

Southern Sales
Name: Bill Allen
Address: 2937 Kraft Drive, Nashville, TN 37204
Email: ballen@SouthernSalesInc.com
Web: www.tencarva.com | www.southernsalesinc.com
Office: (615) 727-6203 x1612
Fax: (615) 254-0791
Cell: (615) 604-3107

This letter is valid for one year from the date above.

Sincerely,

Dennis Hampton

Dennis Hampton
Sr. Sales Manager/Business Development
Instrumentation and Controls

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



SS #: SS2024055

Date Received: Oct. 19, 2023

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

Proposed supplier MUST be Registered in iProcurement

Date: 9/22/2023 Requesting Department/Agency/Commission: Water Services

Requesting Official: Stephanie Belcher Telephone #: 615-862-4513 This is for
Select from the Drop Down Box

Product/Service Description: Vogelsang Parts and Products

Total Purchase (Enter the value for the entire contract life) Price: \$n/a

BU Number: 6558020 Fund #: 67331 Object Account: 503600 Any Other Accounting Info: _____

Proposed Supplier: Southern Company a Division of Tencarva Machinery Proposed Supplier Contact: Bill Allen

Supplier Address: 2937 Kraft Drive City: Nashville ST: TN Zip: 37204

Supplier Telephone #: 615-727-6203 Supplier Email: ballen@southernsales.com

Metro Code: 4.12.060 Sole Source Procurement.

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

R4.12.060.02 Conditions for Use of Sole Source Procurement.

Other, see explanation below

If Other, Explain Request: Metro Water Services has Vogelsang pumps within its system. Vogelsang was previously distributed by Eshelman Company, but that relationship has changed. Only Vogelsang products and parts are compatible with existing equipment. The Department requests to add this line to existing contract 6469119.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: SB

Requesting Department Director's Signature of Approval: Amanda Deaton-Moyer

Date: 10/20/2023 | 6:20 AM PDT

SS #: SS2024055

Date Received: Oct. 19, 2023

To be completed by the Procurement Division

Vetting & Research Needed; Date Requested by Purchasing Agent _____

Sole Source is Approved for: LOA _____

Sole Source is Denied (See determination summary for denial reason)

PURCHASING AGENT: Michelle R. Hernandez Lane **Date:** 10/27/2023 | 4:07 PM

www.vogelsangusa.com

Mailing Address:
P.O. Box 751
Ravenna, Ohio 44266-0751

Shipping Address:
7966 State Route 44
Ravenna, Ohio 44266

Tel: 800.984.9400
Fax: 330.296.4113
Email: sales@vogelsangusa.com

VOGELSANG



9/15/2023

Stephanie Belcher
Purchasing
Nashville Metro Water Services
1600 Second Avenue North
Nashville, TN 37208
USA

ENGINEERED TO WORK

Re: Vogelsang Distribution Sole Source Confirmation

Dear Ms. Belcher:

Please accept this correspondence as confirmation that Southern Sales, Inc is the exclusive distributor for Municipal sales in Davidson county, TN.

Southern Sales, Inc
2937 Kraft Drive
Nashville, TN 37204

(615) 254-0066
<https://www.southernsalesinc.com/>

Should you require additional confirmation, please don't hesitate to contact me directly.

Respectfully,

Russ Boring
President
Vogelsang
7966 State Route 44
Ravenna, OH 44266

Toll-Free: 800.984.9400
Phone: 330.510.1551
Fax: 330.296.4113
RussB@vogelsangusa.com
www.vogelsangusa.com

Certificate Of Completion

Envelope Id: C931DDE86D8440A0BBCD7A780133A11F	Status: Completed
Subject: Metro Contract 6469119 with Southern Sales Co Letter of Acceptance for Additional Line Items	
Source Envelope:	
Document Pages: 21	Signatures: 2
Certificate Pages: 15	Initials: 1
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 11/15/2023 5:00:53 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
Terri L. Ray terri.ray@nashville.gov Finance Manager Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 11/15/2023 5:04:33 PM Viewed: 11/16/2023 8:08:16 PM Signed: 11/16/2023 8:08:19 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

William C Allen ballen@southernsalesinc.com Vice-President Southern Sales Co. a Division of Tencarva Machinery Co. Security Level: Email, Account Authentication (None)		Sent: 11/16/2023 8:08:21 PM Viewed: 11/16/2023 8:54:51 PM Signed: 11/17/2023 2:38:33 PM
---	--	---

Electronic Record and Signature Disclosure:
Accepted: 11/16/2023 8:54:51 PM
ID: 47840fc6-176e-4732-af07-901f9a8495ab

Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)		Sent: 11/17/2023 2:38:35 PM Viewed: 11/17/2023 2:38:46 PM Signed: 11/17/2023 2:39:30 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Signature

Status

Status

Status

Timestamp

Timestamp

Timestamp

Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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<p>Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/17/2023 11:20:00 AM ID: b9dcea08-219e-4cab-b05e-82b31fefe05</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 11/17/2023 2:39:32 PM Viewed: 11/17/2023 2:39:59 PM</p>
<p>Stephanie Belcher Stephanie.belcher@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/20/2023 7:08:02 AM ID: 160ac4ec-ba5b-4aa0-bea2-4237f1337ac6</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 11/17/2023 2:39:33 PM Viewed: 11/17/2023 2:41:33 PM</p>
<p>Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 9/5/2023 8:07:23 AM ID: e289baef-bb37-4563-b714-9962aed0c75a</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 11/17/2023 2:39:33 PM</p>
<p>Christopher Wood Christopher.Wood@nashville.gov Director, BAO Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 11/17/2023 2:39:34 PM</p>
<p>Jessica Angulo jessica.angulo@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 11/17/2023 2:39:34 PM</p>

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	11/15/2023 5:04:33 PM
Certified Delivered	Security Checked	11/17/2023 2:38:46 PM
Signing Complete	Security Checked	11/17/2023 2:39:30 PM
Completed	Security Checked	11/17/2023 2:39:34 PM

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

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

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

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

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

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

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

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

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

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

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jreese@tencarva.com

EVP Sales

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Dennis Rowland
dennis.rowland@nashville.gov
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ID: d73f5d25-2945-466d-8fe3-de77076f7f59

Jenneen Reed/MAL
michelle.lane@nashville.gov
Deputy Director of Finance
Metro
Security Level: Email, Account Authentication (None)

Jenneen Reed/MAL

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.191

Sent: 11/3/2025 12:50:11 PM
Viewed: 11/3/2025 4:16:54 PM
Signed: 11/3/2025 4:17:04 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jenneen Reed/mjw
MaryJo.Wiggins@nashville.gov
Security Level: Email, Account Authentication (None)

Jenneen Reed/mjw

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

Sent: 11/3/2025 4:17:10 PM
Viewed: 11/3/2025 4:29:20 PM
Signed: 11/3/2025 4:31:02 PM

Electronic Record and Signature Disclosure:
Accepted: 11/3/2025 4:29:20 PM
ID: 138a0957-37a7-4de3-ba8c-6546b6d9a119

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

Completed

Using IP Address: 170.190.198.100

Sent: 11/3/2025 4:31:09 PM
Viewed: 11/4/2025 1:54:53 PM
Signed: 11/4/2025 1:59:39 PM

Electronic Record and Signature Disclosure:
Accepted: 11/4/2025 1:54:53 PM
ID: 24bf2224-9ca9-416e-a6b8-82f2c493629d

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

B

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

Sent: 11/4/2025 1:59:45 PM
Viewed: 11/4/2025 3:12:00 PM
Signed: 11/4/2025 3:12:17 PM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Accepted: 11/4/2025 3:12:00 PM
ID: 32a8142b-21c1-4ae4-bd28-19087b8ff7c9

Hannah Zeitlin
Hannah.Zeitlin@nashville.gov
Security Level: Email, Account Authentication (None)



Sent: 11/4/2025 3:12:23 PM
Viewed: 11/4/2025 3:14:01 PM
Signed: 11/4/2025 3:15:16 PM

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

Electronic Record and Signature Disclosure:

Accepted: 11/4/2025 3:14:01 PM
ID: f48398c8-18da-4a3d-a1f8-fc04c352c721

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

Sent: 11/4/2025 3:15:21 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Jan Harvey
jan.harvey@nashville.gov
Security Level: Email, Account Authentication (None)

COPIED

Sent: 10/30/2025 10:45:14 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:

Accepted: 11/3/2025 10:20:22 AM
ID: b38dec87-4313-4a02-b273-eca21d17bf49

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

Electronic Record and Signature Disclosure:

Accepted: 9/3/2025 1:19:29 PM
ID: c8b64a03-4037-4339-96c4-10f36c46343a

Stephanie Belcher
Stephanie.belcher@nashville.gov
Security Level: Email, Account Authentication (None)

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Accepted: 10/3/2025 1:49:04 PM
ID: 77125335-12d6-405a-85ee-1152e703283d

Amber Gardner
Amber.Gardner@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Terri Ray
terri.ray@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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	10/30/2025 10:45:14 AM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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

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

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

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

4. SUBSCRIPTION SERVICE

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

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

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

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

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

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

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

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

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

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