

Contract Amendment Abstract

Contract Amendment Information

Contract Title: Managed and Unmanaged Telecommunication Services

Amendment Summary: Amend Clause 1.1 Heading to include new Net TN Services Contract 3.0, Amend Clause 2.1 Duties and Responsibilities to include Net TN Services Contract 3.0, Amend Clause 3.1 Contract Term to extend the initial contract term to August 21, 2028, amend clause 3.2.1 to add \$14,000,000.00 for a revised contract total of \$20,000,000.00.

Contract Number: 6516090 Amendment Number: 1 Request Number: A2024090

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: 04/17/2022 Contract Expiration Date: 08/21/2028 Contract Term: 76 Months

Previous Estimated Contract Life Value: \$6,000,000.00

Amendment Value: \$14,000,000.00

Fund: 51137*

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

BU: 14521131*

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

Payment Terms: Net 30 Selection Method: Emergency

Procurement Staff: John Stewart BAO Staff: Christopher Wood

Procuring Department: Information Technology Services

Department(s) Served: ITS

Prime Contractor Information

Prime Contracting Firm: AT&T Corporation ISN#: 9893

Address: 333 Commerce Street, 24th Floor City: Nashville State: TN Zip: 37201

Prime Contractor is a Uncertified/Unapproved: SBE SDV MBE WBE LGBTBE

(select/check if applicable)

Prime Company Contact: Jack Teter Email Address: jt065m@att.com Phone #: 704-497-2062

Prime Contractor Signatory: Jack Teter Email Address: jt065m@att.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 6516090
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND AT&T CORPORATION**

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 AT&T CORPORATION 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 April 17, 2022, Metro Contract numbered 6516090, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

The department wishes to align all managed and unmanaged telecommunication contracts to have the same contract end date; therefor, this amendment affects the following changes to the contract:

1. Amend Clause 1.1 Heading to include State NetTN Services Contract 3.0. New clause shall read as follows:

"This contract (the "Contract") is initiated by and between The Metropolitan Government of Nashville and Davidson County ("METRO") and AT&T Corp. on behalf of itself and its service-providing affiliates ("CONTRACTOR") located at 333 Commerce Street, 24th Floor, Nashville, TN 37201. This Contract consists of the following documents which are incorporated herein:

- Any properly executed contract amendment (most recent with first priority)
- State of Tennessee agreement (81060) and any extensions thereof (made part of this contract by reference)
- This document and affidavit(s)
 - State of Tennessee agreement (53203) and any extensions thereof (made a part of this contract by reference)
 - Exhibit A - Affidavits
- Purchase orders (and PO changes)
- AT&T's Acceptable Use Policy ("AUP")
- Previously executed contract 435300 (made a part of this contract by reference)
- In the event of conflicting provisions, all documents shall be construed in the order listed above."

2. Amend Clause 2.1 Duties and Responsibilities to include Net TN Services Contract 3.0 (State of Tennessee Agreement). Amended Clause shall read as follows:



“CONTRACTOR agrees to provide Managed and Unmanaged services available from the State of Tennessee Net TN Contract 2.0 (State of Tennessee Agreement No. 53203) and State of Tennessee Net TN Services Contract 3.0. (State of Tennessee Agreement No. 81060)”

3. Amend clause 3.1 Contract term to extend the initial contract term to August 21, 2028. The amended clause shall read as follows:

“The term of this Contract will begin on April 17, 2022 once this Contract is approved by all required parties and filed in the office of the Metropolitan Clerk, as designated by a date stamp, and METRO agrees to advise CONTRACTOR in writing as to the date set forth on the date stamp (the “Effective Date”).

For all Services proposed hereunder other than the NetTN Services, the initial contract term will end on August 21, 2028.

” For the NetTN Services proposed hereunder, the State NetTN Services Contract 3.0 is scheduled to expire on January 14, 2027. Accordingly, CONTRACTOR’S ability to provision the NetTN Services under the State NetTN Services Contract for additional years beyond January 14, 2027, is contingent on AT&T and the State of Tennessee Department of Finance and Administration negotiating an extension or a new agreement commencing after January 14, 2027. If AT&T and the State negotiate an extension of the State NetTN Services Contract or a new agreement (the “New NetTN Contract”), CONTRACTOR will migrate METRO to rates, terms and conditions consistent with the New NetTN Contract for any time remaining under the Initial Contract Term or any Extension Term, as applicable. Revised documentation may be required to transition METRO to the New NetTN Contract. In the event material adverse changes between the current and any New NetTN Contract arise, METRO may terminate the NetTN Services contemplated by this Contract with no penalty upon the expiration of the existing NetTN Services Agreement. However, if AT&T and the State of Tennessee Department of Finance and Administration do not agree to a new New NetTN Contract commencing after January 14, 2027, CONTRACTOR will agree to abide by the then current terms and conditions of the existing NetTN Services Agreement for the time remaining under the Initial Contract Term or any Extension Term, as applicable.”

4. Amend clause 3.2.1 Contract Value to add \$14,000,000.00 for a revised contract total of \$20,000,000.00. The revised clause shall read as follows:

“This Contract has an estimated value of \$20,000,000.00. The Pricing Schedules attached to this Contract include all pricing for services provided by CONTRACTOR to METRO. CONTRACTOR shall be paid as outlined in Section 3.2.2 and METRO is accordingly invoiced.”



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

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Contract Number 6516090

Amendment Number 1

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

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

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle A. Hernandez Lane JLR
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumboltz EJ
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Erica Haber LBZ
Metropolitan Attorney Insurance

Metropolitan Mayor COO

ATTESTED:

Metropolitan Clerk Date

CONTRACTOR

AT&T

Company Name

Jack Teter

Signature of Company's Contracting Officer

Jack Teter

Officer's Name

Client Solutions Executive

Officer's Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/06/2023

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 USA, LLC. 800 Market Street, Suite 1800 St. Louis, MO 63101	CONTACT NAME: Marsh U.S. Operations PHONE (A/C No. Ext): 866-966-4664 FAX (A/C, No): E-MAIL ADDRESS: Att.CertRequest@marsh.com																					
CN103150778-GAW-CRT-23-24 N Y N	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A : Old Republic Insurance Company</td> <td colspan="2" style="text-align: center;">24147</td> </tr> <tr> <td>INSURER B :</td> <td colspan="2"></td> </tr> <tr> <td>INSURER C :</td> <td colspan="2"></td> </tr> <tr> <td>INSURER D :</td> <td colspan="2"></td> </tr> <tr> <td>INSURER E :</td> <td colspan="2"></td> </tr> <tr> <td>INSURER F :</td> <td colspan="2"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Old Republic Insurance Company	24147		INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER F :																						

COVERAGES CERTIFICATE NUMBER: CHI-008930798-11 **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:			MWZY 313636 23	06/01/2023	06/01/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ N/A</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ N/A	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 10,000,000	PRODUCTS - COMP/OP AGG	\$ 1,000,000		\$
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A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC 313638 23 (AOS)	06/01/2023	06/01/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
A	Excess Workers' Compensation / Employers' Liability			MWXS 313639 23 (OH,WA) See Second Page	06/01/2023	06/01/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EL Each Accident / EL Disease</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>EL Disease-Policy Limit</td><td style="text-align: right;">1,000,000</td></tr> </table>	EL Each Accident / EL Disease	1,000,000	EL Disease-Policy Limit	1,000,000										
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Metropolitan Government of Nashville and Davidson County, their officials, officers, employees, and volunteers is/are included as Additional Insured under the General Liability and Automobile Liability policies but only with respect to the requirements of the contract between the Certificate Holder and the Insured. This insurance is primary with respect to the interest of the Additional Insured and any other insurance maintained by Additional Insured is excess and non-contributory with this insurance.

CERTIFICATE HOLDER Metropolitan Government of Nashville and Davidson County Attn: Terri Troup 730 2nd Ave. S., Suite 101 Nashville, TN 37210	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 <p style="text-align: right;"><i>Marsh USA LLC</i></p>
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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.		NAMED INSURED AT&T Corp. One AT&T Plaza 208 South Akard Room 1820 Dallas, TX 75202	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Workers' Compensation -MWXS 313639 23 (OH-WA)
 Self Insured Retentions
 OH & WA - \$500,000,000 (except Terrorism)
 OH & WA - \$600,000,000 Terrorism

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



CA #: A2024090

Date Received: Jan. 30, 2024

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

Contract Title: **AT&T Managed and Unmanaged Telecommunication Services** Contract Number: ~~435300~~
 Amendment Number: **01** **6516090**
 Requesting Department: **ITS Communications Technology - 14521131** Requesting Departmental
 Contact (Name & Number): **Geoff Edwards 615-880-2220**

Contractor's Business Name: **AT&T Corp.** Name of Contract Signatory: **Jack Teter**
 Contract Signatory Email Address: **gt065m@att.com**
 Address: **333 Commerce St** City: **Nashville** ST: **TN** Zip: **37201**

Revision Accomplishes: Check all that apply

<input checked="" type="checkbox"/> XXX Term Extension	New End Date: 04/16/2027 8/21/2028	Include revised schedule if necessary
<input checked="" type="checkbox"/> X Contract Value Increase	Original Contract Amount \$6,000,000.00 Previously Executed Amendment(s) Amount \$0 Current Amendment Amount \$14,000,000 Amendment % Increase 233% Proposed Revised Contract Amount \$20,000,000	Include revised fee schedules, budget, and total contract value as appropriate <p align="center"><u>Approval of Changes</u></p> <p align="right"><i>ml</i> 2/21/2024 7:29 PM CST</p>
<input type="checkbox"/> Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
<input type="checkbox"/> Terms and Conditions Modification		Include applicable exhibits as appropriate along with appropriate redlines
<input type="checkbox"/> Other (Describe)		Include applicable documentation

ACCOUNTING INFORMATION:

Procurement will route in DocuSign for signatures below

BU Number: **14521131** Fund #: **51137** Any Other Accounting Info: _____

Department Requester JE _____

[Signature]
 Requesting Department Director's Signature of Approval

1/31/2024 | 8:13 AM CST
 Date

CA #: A2024090

Date Received: Jan. 30, 2024

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:** 2/3/2024 | 9:17

PM CS

Contract Information

Contract & Solicitation Title: Managed and Unmanaged Telecommunication Services

Contract Summary: Contractor agrees to provide managed and unmanaged telecommunication services.

Contract Number: 6516090 Solicitation Number: N/A Requisition Number: E2022045

Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): 435300

Type of Contract/PO: IDIQ Contract **Requires Council Legislation:** No

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

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

Estimated Start Date: 04/17/2022 Estimated Expiration Date: 04/16/2024 Contract Term: 24 Months

Estimated Contract Life Value: \$6,000,000.00 Fund:* 40119 BU:* 14402119

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

Payment Terms: Net 30 Selection Method: Emergency

Procurement Staff: Terri Ray BAO Staff: Christopher Wood

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

Prime Contractor Information

Prime Contracting Firm: AT&T Corporation ISN#: 9893

Address: 333 Commerce Street, 24th Floor City: Nashville State: TN Zip: 37201

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

Prime Company Contact: David Ford Email Address: df0866@att.com Phone #: 615-830-4824

Prime Contractor Signatory: David Ford Email Address: df0866@att.com

Disadvantaged 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 (EBO) 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

Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
<u>AT&T Corporation</u>	<input type="checkbox"/>	<u>N/A</u>	<u>N/A</u>	<u>Approved Emergency Justification</u>
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<u>Select from the Following:</u>
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<u>Select from the Following:</u>
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<u>Select from the Following:</u>

**CONTRACT SERVICE AGREEMENT BETWEEN AT&T CORP. AND
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract (the "Contract") is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **AT&T Corp. on behalf of itself and its service-providing affiliates** ("CONTRACTOR") located at **333 Commerce Street, 24th Floor, Nashville, TN 37201**, resulting from an approved sole source signed by Metro's Purchasing Agent (made a part of this contract by reference). This Contract consists of the following documents which are incorporated herein:

- *Any properly executed contract amendment (most recent with first priority)*
- *This document and affidavit(s)*
 - *State of Tennessee agreement (53203) and any extensions thereof (made a part of this contract by reference)*
 - *Exhibit A - Affidavits*
- *Purchase orders (and PO changes)*
- *AT&T's Acceptable Use Policy ("AUP")*
- *Previously executed contract 435300 (made a part of this contract by reference)*
- In the event of conflicting provisions, all documents shall be construed in the order listed above.

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

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide Managed and Unmanaged services available from the State of Tennessee Net TN Contract 2.0 (State of Tennessee Agreement No. 53203).

2.2. Materially Adverse Change.

CONTRACTOR may revise the Pricing Schedules as provided therein. If CONTRACTOR revises a Pricing Schedule and the revision has a materially adverse impact on METRO, and CONTRACTOR does not affect revisions that remedy such materially adverse impact within thirty (30) days after notice from METRO, then METRO may, as METRO'S sole remedy, elect to terminate the affected Service Components on thirty (30) days' notice to CONTRACTOR, given not later than ninety (90) days after METRO first learns of the revision to the Pricing Schedule. However, a revision to the Pricing Schedule will not be considered materially adverse to METRO if it changes prices that are not fixed (stabilized) in the Pricing Schedule, if the price change was mandated by a governmental authority, or if the change affects a charge imposed under Section 7.1 titled "Taxes." This Subsection does not apply to any prices fixed (stabilized) in a Pricing Schedule.

3. CONTRACT TERM

3.1. Contract Term

The term of this Contract will begin on April 17, 2022 once this Contract is approved by all required parties and filed in the office of the Metropolitan Clerk, as designated by a date stamp, and METRO agrees to advise CONTRACTOR in writing as to the date set forth on the date stamp (the "Effective Date").

For all Services proposed hereunder other than the NetTN Services, the initial contract term will end on April 16, 2024.

For the NetTN Services proposed hereunder, the State NetTN Services Contract 2.0 is scheduled to expire on June 30, 2023. Accordingly, CONTRACTOR'S ability to provision the NetTN Services under the State NetTN Services Contract

for additional years beyond June 30, 2023, is contingent on AT&T and the State of Tennessee Department of Finance and Administration negotiating an extension or a new agreement commencing after June 30, 2023. If AT&T and the State negotiate an extension of the State NetTN Services Contract or a new agreement (the "New NetTN Contract"), CONTRACTOR will migrate METRO to rates, terms and conditions consistent with the New NetTN Contract for any time remaining under the Initial Contract Term or any Extension Term, as applicable. Revised documentation may be required to transition METRO to the New NetTN Contract. In the event material adverse changes between the current and any New NetTN Contract arise, METRO may terminate the NetTN Services contemplated by this Contract with no penalty upon the expiration of the existing NetTN Services Agreement. However, if AT&T and the State of Tennessee Department of Finance and Administration do not agree to a new New NetTN Contract commencing after June 30, 2023, CONTRACTOR will agree to abide by the then-current terms and conditions of the existing NetTN Services Agreement for the time remaining under the Initial Contract Term or any Extension Term, as applicable.

3.2. COMPENSATION

3.2.1. Contract Value

This Contract has an estimated value of \$6,000,000.00. The Pricing Schedules attached to this Contract include all pricing for services provided by CONTRACTOR to METRO. CONTRACTOR shall be paid as outlined in Section 3.2.2 and METRO is accordingly invoiced.

3.2.2. Contract Payments and Other Fees

There will be no other charges or fees for the performance of this Contract, except as otherwise provided herein in Section 7.1. METRO will make payments to CONTRACTOR within 30 days of the date of invoice.

3.2.3. Electronic Payment

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

4. TERMINATION

4.1. 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 have the right to terminate the Contract, subject to reasonable notice and opportunity to cure by CONTRACTOR. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

4.2. Lack of Funding

Should funding for this Contract be discontinued, METRO shall have the right to terminate the Contract upon thirty (30) days prior written notice to CONTRACTOR. If METRO terminates for lack of funding, METRO will be responsible for all payments due to CONTRACTOR for services rendered prior to the date of termination.

4.3. For Convenience

For the NetTN Services purchased hereunder and except as otherwise provided in the applicable Pricing Schedules, METRO may terminate this Contract at any time for convenience upon thirty (30) days written notice to CONTRACTOR. METRO will be responsible for all payments due to CONTRACTOR for services rendered prior to the date of termination.

4.4 Notice and Effective Termination

Should METRO terminate this Contract, the CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall pay CONTRACTOR all amounts incurred for satisfactory work prior to the effective date of termination.

5. NONDISCRIMINATION

5.1. METRO'S Nondiscrimination Policy

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

5.2. 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 handicap and/or disability, age, race, color, religion, sex, national origin, 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 Proposers 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

5.3. Covenant of Nondiscrimination

Your firm has committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to Nashville.gov and visit the Procurement or Business Assistance web pages (it is NOT necessary to resubmit this with each bid/proposal/contract).

5.4. Registration and Certification

To be considered for the purpose of being responsive, the subcontractor, subconsultant, supplier and/or joint venturer must be registered online with METRO by the individual solicitation due date.

5.5. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided through this Contract 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.

6. INSURANCE

6.1. 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, the types and amounts of insurance or self-insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

6.2. General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars per occurrence and in the aggregate.

6.3. Automobile Liability Insurance

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

6.4. Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of one hundred thousand (\$100,000.00) dollars per accident/per disease, per employee/per disease, policy limits, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

6.5. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insured's with respect to liability arising out of work or operations performed by or on behalf of the 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 additional insureds except for claims arising out of additional insureds' sole negligence. For any claims related to this Contract, CONTRACTOR'S required insurance or self-insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it. Automotive Liability Insurance or self-insurance including vehicles owned, hired, and 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.

Worker's Compensation (If applicable), CONTRACTOR shall maintain workers' compensation insurance 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.

6.6. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section. CONTRACTOR shall provide at least 30 days' prior written notice of any cancellation of required coverage that is not fully replaced to:

PROCUREMENTCOI@NASHVILLE.GOV (preferred method)
OR
DEPARTMENT OF FINANCE
PROCUREMENT DIVISION
730 2ND AVE SOUTH, STE 101
P.O. BOX 196300
NASHVILLE, TN 37219-6300

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

Replace certificates 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 and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of lease.

Place such insurance with insurer eligible 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 their work agreement 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 file subcontractor's certificates of insurance in METRO'S system.

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

If the 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.

7. GENERAL TERMS AND CONDITIONS

7.1. Taxes

Prices are exclusive of and METRO will pay all current and future taxes (excluding those on CONTRACTOR'S net income or property) and other governmental surcharges, recovery fees, customs clearances, duties, and levies, shipping charges, and other similar charges (and any associated interest or penalties resulting from METRO'S failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of services, unless METRO provides satisfactory proof of a valid tax exemption applicable to any of the foregoing charges prior to the delivery of the goods or services. METRO shall not be responsible for any taxes that are imposed on CONTRACTOR'S net income or property. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

Upon written request from METRO, CONTRACTOR will provide a good faith estimate of the taxes, fees and surcharges for METRO that would apply as of a certain date requested by METRO based on the services requested, but those amounts will be for illustrative purposes only, and subject to change.

7.2 Acceptable Use Policy.

CONTRACTOR'S Acceptable Use Policy ("AUP") applies to (i) services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging services. The AUP can be found at att.com/aup or other locations CONTRACTOR may designate. CONTRACTOR may revise the AUP as provided therein. If CONTRACTOR revises the AUP and the revision has a materially adverse impact on METRO, and CONTRACTOR does not make revisions that remedy such materially adverse impact within thirty (30) days after notice from METRO, then METRO may, as METRO'S sole remedy, elect to terminate the affected Service Components on thirty (30) days' notice to CONTRACTOR, given not later than ninety (90) days after METRO first learns of the revision to the AUP. However, a revision to the AUP will not be considered materially adverse to METRO if the price change was mandated by a governmental authority.

7.3. 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 Services furnished under this Contract infringe a properly registered copyright, Trademark, Service Mark, or patent of a third party. 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 at its own expense. 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 except to the extent that such settlement involves the payment of funds by CONTRACTOR, no payment of funds by METRO, and fully settles and releases all claims against METRO, in which case, CONTRACTOR may settle such matter, in CONTRACTOR'S sole discretion, without approval by METRO, to the extent permitted by law. In the event that the consent of the METRO Department of Law Settlement Committee and, where applicable, the consent of the METRO Council is required to approve any settlement or compromise in accordance with this Section 7.4, appropriate METRO staff shall promptly present CONTRACTOR'S request for such consent to the applicable METRO decision makers. If the 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

Procure for METRO the right to continue using Services or

Replace

Replace or modify the alleged infringing Services with other equally suitable Services that are satisfactory to METRO, so that they become non-infringing.

Discontinue

Discontinue the infringing Services and cancel any future charges pertaining thereto.

Provide

Provided, however, that CONTRACTOR will not exercise the Discontinue 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:

- (i) Modifications to the Services or the use of the Services in combination with apparatus, devices, or service not supplied or else approved by CONTRACTOR;
- (ii) The use of the Services in a manner for which the Services were neither designated nor contemplated;
- (ii) The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein; or
- (iii) METRO'S or its user's content or use of the Services in violation of this Contract.

7.4. 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 amounts billed to METRO under the 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 written notice by METRO or its duly appointed representatives. METRO or its duly appointed representatives shall abide by CONTRACTOR'S security requirements, to the extent permitted by law. Such reviews shall take place at a time and place agreed upon by the parties. 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.

7.5. Monitoring

The CONTRACTOR'S activities conducted and records maintained pursuant to this Contract shall be subject to review and audit by METRO, the Department of Finance, the Division of Metropolitan Audit, or their duly appointed representatives as set out in Section 7.5.

7.6. METRO Property

Any METRO property, including but not limited to books and records that are in CONTRACTOR'S possession shall be maintained by CONTRACTOR in good condition, and shall be returned to METRO by CONTRACTOR upon termination of the Contract.

7.7. 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.

7.8. 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.

7.9. 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.

7.10. 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.

7.11. 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.

7.12. Compliance with Laws

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

7.13. 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 in Nashville and Davidson County.

7.14. Ethical Standards

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

7.15. Indemnification and Hold Harmless

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

- A. Any claims, damages, costs and reasonable attorney fees for injuries or damages arising, in part or in whole, from claims of third parties to the extent that such damages, costs or attorneys' fees were proximately caused by the negligent or intentional act or omissions of CONTRACTOR, its officers, employees and/or agents, including its sub or independent contractors (collectively "Contractor's Personnel") in connection with the performance of the Contract, and,
- B. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor's Personnel, to observe applicable laws, including but not limited to, labor laws and minimum wage laws.
- C. 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 at its own expense. 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. Notwithstanding the previous sentence, if such settlement involves the payment of funds by CONTRACTOR, no payment of funds by METRO, and fully settles and releases all claims against METRO, CONTRACTOR may settle such matter, in CONTRACTOR'S sole discretion, without approval by METRO, to the extent permitted by law. In the event that the consent of the METRO Department of Law Settlement Committee and, where applicable, the consent of the METRO Council is required to approve any settlement or compromise in accordance with this Section 7.15,C, appropriate METRO staff shall promptly present CONTRACTOR'S request for such consent to the applicable METRO decision makers.
- D. In any and all claims against METRO, its officers, agents, or employees, by any employee of the 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 the CONTRACTOR or any subcontractor under workers' compensation acts, disability acts or other employee benefit acts.
- E. Pursuant to Tennessee Attorney General Opinion 93-01, METRO will not indemnify, defend or hold harmless in any fashion the CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that the CONTRACTOR may provide.

7.16.1 Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS CONTRACT SHALL BE:
 - (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE: PROVEN DIRECT DAMAGES;
 - (ii) FOR BREACH OF SECTION 7.4 (COPYRIGHT, TRADEMARK, SERVICE MARK OR PATENT INFRINGEMENT): PROVEN DIRECT DAMAGES;
 - (iii) FOR ANY THIRD-PARTY CLAIMS: THE REMEDIES AVAILABLE UNDER SECTION 7.15 (INDEMNIFICATION AND HOLD HARMLESS);
 - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT: PROVEN DAMAGES; OR
 - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 7.16.1(a)(i)-(iv): PROVEN DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET

CHARGES INCURRED BY METRO FOR THE AFFECTED SERVICE DURING THE PERIOD IN WHICH METRO'S SERVICE WAS ADVERSELY AFFECTED.

- (b) EXCEPT AS SET FORTH IN SECTION 7.15 (INDEMNIFICATION AND HOLD HARMLESS) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 7.16.1 SHALL NOT LIMIT METRO'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES FOR WORK SATISFACTORILY PERFORMED UNDER THIS CONTRACT.

7.16.2 Disclaimer of Liability.

EXCEPT AS OTHERWISE PROVIDED IN THIS CONTRACT, CONTRACTOR WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: (a) INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY METRO OR THIRD PARTIES (EXCEPT FOR CONTRACTOR'S SUBCONTRACTORS); OR (b) SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS CONTRACT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF METRO'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

7.16.3 Application and Survival.

The disclaimer of warranties and limitations of liability set forth in this Contract will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 7.16 will survive failure of any exclusive remedies provided in this Contract.

7.16.4 Notwithstanding anything in this Section 7.16 to the contrary, any provisions of Section 7.16 will not apply to the extent that such provision is finally determined by a court of competent jurisdiction, including appellate review if pursued, to violate the laws or Constitution of the State of Tennessee.

7.17. 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 as otherwise provided herein, neither party may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed and in the case of assignment by CONTRACTOR, shall be subject to the process set forth below in this Section 7.17.

Notwithstanding the prohibition in the previous sentence, METRO may, without CONTRACTOR'S consent but upon notice to CONTRACTOR, assign in whole or relevant part its rights and obligations under this Contract to a METRO Affiliate.

Notwithstanding the prohibition in the first sentence of this Section 7.17, CONTRACTOR may, without METRO'S consent, assign in whole or in relevant part its rights and obligations under this Contract to an Affiliate of CONTRACTOR.

In the case of any assignment, the assigning party shall remain responsible for the performance of its assigned obligations under this Contract. For purposes of this Section 7.17, "Affiliate" of a party shall mean any entity that controls, is controlled by or is under common control with such party.

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
DEPARTMENT OF FINANCE
PROCUREMENT DIVISION
730 2ND AVE SOUTH, STE 101
P.O. 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.

7.18. Entire Contract

This Contract, including the documents identified in Section 1.1, 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.

7.19. 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.

7.20. 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 the CONTRACTOR may provide.

7.21. Venue

Any action between the parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee including, without limitation, federal courts having jurisdiction in Davidson County, Tennessee.

7.22. 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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Notices and Designation of Agent for Service of Process

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

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

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: AT&T Corporation

Attention: David Ford

Address: 333 Commerce Street, Nashville, TN 37201

Telephone: 615-986-1612

Fax: N/A

E-mail: df0866@att.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will

waive any objection to service of process if process is served upon this agent:

Designated Agent: AT&T Corporation

Attention: David Ford

Address: 333 Commerce Street, Nashville, TN 37201

Email: df0866@att.com

[SPACE INTENTIONALLY LEFT BLANK]

Contract Number 6516090

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:

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

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle R. Hernandez Lane ML
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery/TJE KFM
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Theresa Costonis TC
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Austin Kyle 6/10/2022
Metropolitan Clerk Date

CONTRACTOR:

AT&T Corp
Company Name

Gabriela Ratulowski
Signature of Company's Contracting Officer

Gabriela Ratulowski
Officer's Name

Sr Solutions Architect
Officer's Title

11:41 AM PDT

Exhibit A - 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 Contactor's employment practices are in compliance with applicable United States immigrations laws. 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: AT&T Corp

Organization Officer Signature: Gabriela Ratulowski

Name of Organization Officer: Gabriela Ratulowski

Title: Sr Solutions Architect



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/20/2022

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 USA, Inc. 800 Market Street, Suite 1800 St. Louis, MO 63101	CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No, Ext): 866-966-4664 FAX (A/C, No): E-MAIL ADDRESS: Att.CertRequest@marsh.com														
CN103150778-GAW-CRT-22-23 N Y DFord N	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Old Republic Insurance Company</td> <td style="text-align: center;">24147</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Old Republic Insurance Company	24147	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Old Republic Insurance Company	24147														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED AT&T Corp. One AT&T Plaza 208 South Akard Room 1820 Dallas, TX 75202															

COVERAGES **CERTIFICATE NUMBER:** CHI-007330452-17 **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:			MWZY 313636 22	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
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 type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 313635 22	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC 313638 22 (AOS)	06/01/2022	06/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Workers' Compensation / Employers' Liability			MWXS 313639 22 (OH,WA) See Second Page	06/01/2022	06/01/2023	EL Each Accident / EL Disease 1,000,000 EL Disease-Policy Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Contract 6516090

Metropolitan Government of Nashville and Davidson County its officials, employees, and volunteers are included as Additional Insured under the General Liability and Automobile Liability policies but only with respect to the requirements of the contract between the Certificate Holder and the Insured.

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

AGENCY CUSTOMER ID: CN103150778

LOC #: St. Louis



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA, Inc.		NAMED INSURED AT&T Corp. One AT&T Plaza 208 South Akard Room 1820 Dallas, TX 75202	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Workers' Compensation -MWXS 313639 22 (OH-WA)
 Self Insured Retentions
 OH & WA - \$500,000,000 (except Terrorism)
 OH & WA - \$600,000,000 Terrorism

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

SCHEDULE

Name of Person(s) or Organization(s):

All Persons or Organizations as required by Written Contract or Agreement or Any Persons or Organization to whom you have agreed to provide insurance in the absence of a written contract or agreement, and to whom you have issued a Certificate of Insurance.

In no event shall the insurance provided exceed the scope of coverage or limits required by said contract or agreement.

With respect to COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured is changed with the addition of the following:

Each person or organization shown in the Schedule for whom you are doing work is an "insured". But only for "bodily injury" or "property damage" that results from the ownership, maintenance or use of a covered "auto" by:

- 1. You;**
- 2. an "employee" of yours; or**
- 3. anyone who drives a covered "auto" with your permission or with the permission of one of your "employees".**

However, the insurance afforded to the person or organization shown in the Schedule shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided by this policy exceed the scope of coverage and/or limits required by the contract or agreement.

PCA 001 10 13

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Paragraph 2. of **SECTION II - WHO IS AN INSURED** is amended to include any person or organization for whom you have agreed under contract or agreement to provide insurance. However, the insurance provided shall not exceed the scope of coverage or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided exceed the scope of coverage or limits required by said contract or agreement.

Where required by contract, we will consider our policy to be primary under any other insurance maintained by the additional insured for injury or damage covered by this endorsement and that their policy will be noncontributing with this insurance.

Certificate Of Completion

Envelope Id: ED63918DB50E438F9FD05F6F9DE663AD	Status: Completed
Subject: Metro Contract 6516090 with AT&T Corporation (ITS)	
Source Envelope:	
Document Pages: 19	Signatures: 7
Certificate Pages: 18	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 6/2/2022 12:04:15 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
Gary Clay Gary.Clay@nashville.gov Asst. Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Signed by link sent to Gary.Clay@nashville.gov Using IP Address: 170.190.198.190	Sent: 6/2/2022 12:15:53 PM Viewed: 6/2/2022 12:20:57 PM Signed: 6/2/2022 12:21:06 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Gregg Nicholson Gregg.Nicholson@nashville.gov Gregg Nicholson Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to Gregg.Nicholson@nashville.gov Using IP Address: 170.190.198.185	Sent: 6/2/2022 12:21:10 PM Viewed: 6/2/2022 12:32:18 PM Signed: 6/2/2022 12:32:42 PM
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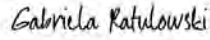
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ID: 2577758b-8145-4e26-ad82-e1aff5caf808

Greg McClarin greg.mcclarin@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to greg.mcclarin@nashville.gov Using IP Address: 170.190.198.185	Sent: 6/2/2022 12:32:46 PM Viewed: 6/2/2022 12:57:11 PM Signed: 6/2/2022 12:58:18 PM
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Electronic Record and Signature Disclosure:
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ID: cbf1fd51-6bbf-47d0-aa28-505d664d760b

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

Gabriela Ratulowski
gr8362@att.com
Sr Solutions Architect
AT&T Corp



Sent: 6/8/2022 4:52:27 PM
Viewed: 6/8/2022 4:53:26 PM
Signed: 6/8/2022 4:54:37 PM

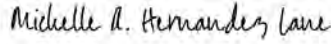
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(None)

Signature Adoption: Pre-selected Style
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Using IP Address: 144.160.16.231

Electronic Record and Signature Disclosure:

Accepted: 6/8/2022 4:53:26 PM
ID: 156f733d-cad7-4f2a-bdb4-812c1191eb6d

Michelle A. Hernandez Lane
michelle.lane@nashville.gov
Chief Procurement Officer/Purchasing Agent
Metro



Sent: 6/8/2022 4:54:40 PM
Viewed: 6/8/2022 6:47:33 PM
Signed: 6/8/2022 6:47:46 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Signed by link sent to michelle.lane@nashville.gov
Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Keith Durbin
keith.durbin@nashville.gov
Security Level: Email, Account Authentication
(None)



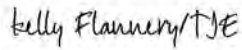
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Signed: 6/9/2022 9:49:22 AM

Signature Adoption: Uploaded Signature Image
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Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

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ID: 9028fca9-908a-4646-b10e-dd757dd806b9

Kelly Flannery/TJE
Tom.Eddlemon@nashville.gov
Director of Finance
Security Level: Email, Account Authentication
(None)



Sent: 6/9/2022 9:49:25 AM
Viewed: 6/9/2022 11:54:56 AM
Signed: 6/9/2022 11:55:10 AM

Signature Adoption: Pre-selected Style
Signed by link sent to Tom.Eddlemon@nashville.gov
Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Accepted: 6/9/2022 11:54:56 AM
ID: 56ef793e-6976-48f4-a18f-88d4130b9dac

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

Completed

Sent: 6/9/2022 11:55:13 AM
Viewed: 6/9/2022 1:41:38 PM
Signed: 6/9/2022 1:43:59 PM

Signed by link sent to sally.palmer@nashville.gov
Using IP Address: 170.190.198.100

Electronic Record and Signature Disclosure:

Accepted: 6/9/2022 1:41:38 PM
ID: 7f77c2a5-f8a9-4acb-92a7-440ea12d45c7

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

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



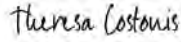
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Using IP Address: 170.190.198.185

Sent: 6/9/2022 1:44:08 PM
Resent: 6/9/2022 1:44:51 PM
Viewed: 6/9/2022 2:34:22 PM
Signed: 6/9/2022 2:36:08 PM

Electronic Record and Signature Disclosure:

Accepted: 6/9/2022 2:34:22 PM
ID: 36f86088-4f61-4b70-a9df-e49682d138ff

Theresa Costonis
theresa.costonis@nashville.gov
Security Level: Email, Account Authentication
(None)



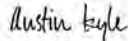
Signature Adoption: Pre-selected Style
Signed by link sent to
theresa.costonis@nashville.gov
Using IP Address: 170.190.198.185

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Viewed: 6/10/2022 9:06:45 AM
Signed: 6/10/2022 11:07:49 AM

Electronic Record and Signature Disclosure:

Accepted: 6/10/2022 9:06:45 AM
ID: 14dedb82-b318-4b6b-a76c-5e3a795941b7

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



Signature Adoption: Pre-selected Style
Signed by link sent to publicrecords@nashville.gov
Using IP Address: 170.190.198.185

Sent: 6/10/2022 11:07:55 AM
Viewed: 6/10/2022 1:40:44 PM
Signed: 6/10/2022 1:41:23 PM

Electronic Record and Signature Disclosure:

Accepted: 6/10/2022 1:40:44 PM
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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

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



Using IP Address: 170.190.198.100

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Viewed: 6/9/2022 1:44:39 PM
Completed: 6/10/2022 1:41:32 PM

Electronic Record and Signature Disclosure:

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

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

Terri L. Ray

Terri.Ray@nashville.gov

Senior Procurement Officer

Metropolitan Government of Nashville and Davidson
CountySecurity Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

COPIED

Sent: 6/2/2022 12:21:09 PM

Viewed: 6/2/2022 12:34:17 PM

David Ford

df0866@att.com

Team Lead

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

Accepted: 6/6/2022 8:43:38 AM

ID: 0b7da88a-0088-4212-b5d1-efb4e80e0f6c

COPIED

Sent: 6/8/2022 4:52:29 PM

Viewed: 6/8/2022 4:57:09 PM

Christopher Wood

Christopher.Wood@nashville.gov

Director, BAO

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

Not Offered via DocuSign

COPIED

Sent: 6/10/2022 1:41:25 PM

Larry Law

larry.law@nashville.gov

ITS Financial Manager

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

Not Offered via DocuSign

COPIED

Sent: 6/10/2022 1:41:26 PM

Amber Gardner

Amber.Gardner@nashville.gov

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

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Sent: 6/10/2022 1:41:27 PM

Jessica Angulo

jessica.angulo@nashville.gov

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

Not Offered via DocuSign

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Dawn Clark

Dawn.Clark@nashville.gov

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

Accepted: 4/19/2022 7:40:39 PM

ID: 3c8c3c9f-2cf7-44d4-b5ef-aea9395f7c90

COPIED

Sent: 6/10/2022 1:41:30 PM

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

Stephanie Judd
 stephanie.judd@nashville.gov
 Communications Technology Division Manager
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 6/10/2022 1:41:31 PM
 Viewed: 6/10/2022 1:51:49 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Rachel Jones
 rachel.jones@nashville.gov
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 6/10/2022 1:41:32 PM

Electronic Record and Signature Disclosure:
 Accepted: 6/7/2022 2:36:57 PM
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Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Certified Delivered	Security Checked	6/10/2022 1:40:44 PM
Signing Complete	Security Checked	6/10/2022 1:41:23 PM
Completed	Security Checked	6/10/2022 1:41:32 PM

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

**METROPOLITAN GOVERNMENT
EMERGENCY PURCHASE JUSTIFICATION FORM**



Rec. April 27, 2022

Send an email to PRG@nashville.gov and attach completed emergency justification 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

Emergency purchase was due to: Functioning of Metro GovernmentDate: 04/27/2022Requesting Department/Agency/Commission: Finance - ProcurementRequesting Official: Terri RayTelephone #: 615-862-6669

Explanation (basis) of the emergency: Contract expired that provides services needed for the functioning of Metro Government. Emergency Contract would be effective from 04/17/2022 to 4/16/2024 (end date of original contract if full sixty months).

Product/Service Description: Managed and Unmanaged Telecommunication ServicesPO, Contract, or Method of Purchase: ContractTotal Purchase: \$6,000,000.00 (\$3M per year)BU Number: 14402119Fund #: 40119

Object Account: _____ Any Other Accounting Info: _____

Explanation of the supplier selection: Previous Contract HolderSupplier Name: AT&T CorporationSupplier Contact: David FordSupplier Address: 333 Commerce Street, 24th FloorCity: Nashville ST: TN Zip: 37201Supplier Telephone #: 615-830-4824Supplier Email Address: df0866@att.com**Metro Code: 4.12.070 Emergency Procurements.**

Notwithstanding any other provision of this code, the purchasing agent may make or authorize others to make, emergency procurements when there exists a threat to public health, welfare or safety under emergency conditions as defined in regulations promulgated by the standards board; provided that such emergency procurements shall be made with such competition as is practical under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. Any department head or other official who makes an emergency purchase without following the regulations of the standards board may be held personally liable for such purchase. (Ord. 92-210 § 1 (3-206), 1992)

Purchasing will route for signatures in DocuSign if not provided when request is submitted.

Department Requester Terri L. Ray

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

Date _____

E #: E2022045

Date Received: April 27, 2022

To be completed by the Procurement Division

It was Metro's original intention to exhaust a 60 month contract.

Emergency is Approved for: _____

Emergency is Denied: Reason for Denial: _____

PURCHASING AGENT: Michelle D. Hernandez Lane **Date:** 4/27/2022 | 2:10 PM

Contract Information

Contract & Solicitation Title: Managed and Unmanaged Telecommunication Services

Contract Summary: Contractor agrees to provide Managed and Unmanaged services available from the State of Tennessee Net TN Contract2.0 (State of Tennessee Agreement No. 53203).

Contract Number: 435300 Solicitation Number: 1020705 Requisition Number: N/A

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

Type of Contract/PO: IDIQ Contract **Requires Council Legislation:** No

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

Estimated Start Date: 03/15/2019 Estimated Expiration Date: 03/14/2024 Contract Term: 60 Months

Estimated Contract Life Value: \$15,000,000.00 Fund: 40119 BU: 14402119

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Terri Troup BAO Staff: Tina Burt

Department(s) Served: Information Technology

ml

Prime Contractor Information

Prime Contracting Firm: AT&T Corp. on behalf of itself and its service-providing affiliates

Address: 333 Commerce Streetm 24th Floor

City: Nashville State: TN Zip: 37201

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

Prime Company Contact: David Ford Email Address: df0866@att.com

Phone #: 615-830-4824 E1#: 792223

Prime Contractor Signatory: David Ford Email Address: df0866@att.com

Disadvantaged Business Participation for Entire Contract

Small Business and Service Disabled

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

Procurement Nondiscrimination Program: Program Not Applicable Amount: N/A
Percent: N/A

Federal Disadvantaged Business Enterprise: No Amount: N/A
Percent: N/A

* Amounts and/or percentages are not exclusive.

Managed Services**Summary of Offers**

	Score (RFQ Only)	Evaluated Cost	Result
<u>AT&T Corporation</u>	<u>93.00</u>	<u>\$22,766.40</u>	<u>Awarded</u>
<u>Level 3</u>	<u>91.59</u>	<u>\$23,973.48</u>	<u>Awarded</u>
<u>Verizon</u>	<u>29.78</u>	<u>\$65,187.36</u>	<u>Evaluated but not selected</u>

Contract / PO Lifecycle Report

Windstream	65.82	\$53,929.00	Awarded
Zayo Group	57.43	\$186,000.00	Awarded
Longway Broadband	N/A	N/A	Non-responsive to solicitation

Unmanaged Services

Summary of Offers

	Score (RFQ Only)	Evaluated Cost	Result
AT&T Corporation	75.21	\$22,766.40	Awarded
Comcast	74.22	\$23,973.48	Awarded
Level 3	93.00	\$23,973.48	Awarded
Verizon	29.86	\$65,187.36	Evaluated but not selected
Windstream	66.45	\$53,929.00	Awarded
Zayo Group	57.61	\$186,000.00	Awarded
Longway Broadband	N/A	N/A	Non-responsive to solicitation

**CONTRACT SERVICE AGREEMENT BETWEEN AT&T CORP. AND
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract (the "Contract") is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **AT&T Corp. on behalf of itself and its service-providing affiliates** ("CONTRACTOR") located at **333 Commerce Street, 24th Floor, Nashville, TN 37201**.

This Contract consists of the following documents which are incorporated herein:

- *Any properly executed contract amendment (most recent with first priority)*
- *This document and affidavit(s)*
 - *State of Tennessee agreement (53203) and any extensions thereof (made a part of this contract by reference)*
- *Purchase orders (and PO changes)*
- *AT&T's Acceptable Use Policy ("AUP")*
- *CONTRACTOR'S response to solicitation to RFQ 1020705*
- *The solicitation documentation (made a part of this contract by reference) (RFQ 1020705)*
- 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 Managed and Unmanaged services available from the State of Tennessee Net TN Contract 2.0 (State of Tennessee Agreement No. 53203).

2.2. Materially Adverse Change.

CONTRACTOR may revise the Pricing Schedules as provided therein. If CONTRACTOR revises a Pricing Schedule and the revision has a materially adverse impact on METRO, and CONTRACTOR does not affect revisions that remedy such materially adverse impact within thirty (30) days after notice from METRO, then METRO may, as METRO'S sole remedy, elect to terminate the affected Service Components on thirty (30) days' notice to CONTRACTOR, given not later than ninety (90) days after METRO first learns of the revision to the Pricing Schedule. However, a revision to the Pricing Schedule will not be considered materially adverse to METRO if it changes prices that are not fixed (stabilized) in the Pricing Schedule, if the price change was mandated by a governmental authority, or if the change affects a charge imposed under Section 7.1 titled "Taxes." This Subsection does not apply to any prices fixed (stabilized) in a Pricing Schedule.

3. CONTRACT TERM

3.1. Contract Term

The term of this Contract will begin on the date this Contract is approved by all required parties and filed in the office of the Metropolitan Clerk, as designated by a date stamp, and METRO agrees to advise CONTRACTOR in writing as to the date set forth on the date stamp (the "Effective Date").

For all Services proposed hereunder other than the NetTN Services, the initial contract term will end thirty-six (36) months from the Effective Date (the "Initial Contract Term"). METRO shall have the option to extend the Contract for two additional extension terms of one year each (each "Extension Term") upon written notice to CONTRACTOR at least sixty (60) days prior to the end of the Initial Contract Term or an Extension Term, as applicable, provided however, that the Term of this Contract and any extension thereof shall not exceed sixty (60) months.

For the NetTN Services proposed hereunder, the State NetTN Services Contract 2.0 is scheduled to expire on June 30, 2023. Accordingly, CONTRACTOR'S ability to provision the NetTN Services under the State NetTN Services Contract

for additional years beyond June 30, 2023, is contingent on AT&T and the State of Tennessee Department of Finance and Administration negotiating an extension or a new agreement commencing after June 30, 2023. If AT&T and the State negotiate an extension of the State NetTN Services Contract or a new agreement (the "New NetTN Contract"), CONTRACTOR will migrate METRO to rates, terms and conditions consistent with the New NetTN Contract for any time remaining under the Initial Contract Term or any Extension Term, as applicable. Revised documentation may be required to transition METRO to the New NetTN Contract. In the event material adverse changes between the current and any New NetTN Contract arise, METRO may terminate the NetTN Services contemplated by this Contract with no penalty upon the expiration of the existing NetTN Services Agreement. However, if AT&T and the State of Tennessee Department of Finance and Administration do not agree to a new New NetTN Contract commencing after June 30, 2023, CONTRACTOR will agree to abide by the then-current terms and conditions of the existing NetTN Services Agreement for the time remaining under the Initial Contract Term or any Extension Term, as applicable.

3.2. COMPENSATION

3.2.1. Contract Value

This Contract has an estimated value of \$15,000,000.00. The Pricing Schedules attached to this Contract include all pricing for services provided by CONTRACTOR to METRO. CONTRACTOR shall be paid as outlined in Section 3.2.2 and METRO is accordingly invoiced.

3.2.2. Contract Payments and Other Fees

There will be no other charges or fees for the performance of this Contract, except as otherwise provided herein in Section 7.1. METRO will make payments to CONTRACTOR within 30 days of the date of invoice.

3.2.3. Electronic Payment

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

4. TERMINATION

4.1. 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 have the right to terminate the Contract, subject to reasonable notice and opportunity to cure by CONTRACTOR. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

4.2. Lack of Funding

Should funding for this Contract be discontinued, METRO shall have the right to terminate the Contract upon thirty (30) days prior written notice to CONTRACTOR. If METRO terminates for lack of funding, METRO will be responsible for all payments due to CONTRACTOR for services rendered prior to the date of termination.

4.3. For Convenience

For the NetTN Services purchased hereunder and except as otherwise provided in the applicable Pricing Schedules, METRO may terminate this Contract at any time for convenience upon thirty (30) days written notice to CONTRACTOR. METRO will be responsible for all payments due to CONTRACTOR for services rendered prior to the date of termination.

4.4 Notice and Effective Termination

Should METRO terminate this Contract, the CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall pay CONTRACTOR all amounts incurred for satisfactory work prior to the effective date of termination.

5. NONDISCRIMINATION

5.1. METRO'S Nondiscrimination Policy

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

5.2. 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 handicap and/or disability, age, race, color, religion, sex, national origin, 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 Proposers 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

5.3. Covenant of Nondiscrimination

Your firm has committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to Nashville.gov and visit the Procurement or Business Assistance web pages (it is NOT necessary to resubmit this with each bid/proposal/contract).

5.4. Registration and Certification

To be considered for the purpose of being responsive, the subcontractor, subconsultant, supplier and/or joint venturer must be registered online with METRO by the individual solicitation due date.

5.5. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided through this Contract 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.

6. INSURANCE

6.1. 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, the types and amounts of insurance or self-insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

6.2. General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars per occurrence and in the aggregate.

6.3. Automobile Liability Insurance

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

6.4. Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of one hundred thousand (\$100,000.00) dollars per accident/per disease, per employee/per disease, policy limits, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

6.5. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insured's with respect to liability arising out of work or operations performed by or on behalf of the 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 additional insureds except for claims arising out of additional insureds' sole negligence. For any claims related to this Contract, CONTRACTOR'S required insurance or self-insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it. Automotive Liability Insurance or self-insurance including vehicles owned, hired, and 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.

Worker's Compensation (If applicable), CONTRACTOR shall maintain workers' compensation insurance 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.

6.6. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section. CONTRACTOR shall provide at least 30 days' prior written notice of any cancellation of required coverage that is not fully replaced to:

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

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

Replace certificates 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 and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of lease.

Place such insurance with insurer eligible 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 their work agreement 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 file subcontractor's certificates of insurance in METRO'S system.

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

If the 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.

7. GENERAL TERMS AND CONDITIONS

7.1. Taxes

Prices are exclusive of and METRO will pay all current and future taxes (excluding those on CONTRACTOR'S net income or property) and other governmental surcharges, recovery fees, customs clearances, duties, and levies, shipping charges, and other similar charges (and any associated interest or penalties resulting from METRO'S failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of services, unless METRO provides satisfactory proof of a valid tax exemption applicable to any of the foregoing charges prior to the delivery of the goods or services. METRO shall not be responsible for any taxes that are imposed on CONTRACTOR'S net income or property. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

Upon written request from METRO, CONTRACTOR will provide a good faith estimate of the taxes, fees and surcharges for METRO that would apply as of a certain date requested by METRO based on the services requested, but those amounts will be for illustrative purposes only, and subject to change.

7.2 Acceptable Use Policy.

CONTRACTOR'S Acceptable Use Policy ("AUP") applies to (i) services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging services. The AUP can be found at att.com/aup or other locations CONTRACTOR may designate. CONTRACTOR may revise the AUP as provided therein. If CONTRACTOR revises the AUP and the revision has a materially adverse impact on METRO, and CONTRACTOR does not make revisions that remedy such materially adverse impact within thirty (30) days after notice from METRO, then METRO may, as METRO'S sole remedy, elect to terminate the affected Service Components on thirty (30) days' notice to CONTRACTOR, given not later than ninety (90) days after METRO first learns of the revision to the AUP. However, a revision to the AUP will not be considered materially adverse to METRO if the price change was mandated by a governmental authority.

7.3. 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 Services furnished under this Contract infringe a properly registered copyright, Trademark, Service Mark, or patent of a third party. 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 at its own expense. 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 except to the extent that such settlement involves the payment of funds by CONTRACTOR, no payment of funds by METRO, and fully settles and releases all claims against METRO, in which case, CONTRACTOR may settle such matter, in CONTRACTOR'S sole discretion, without approval by METRO, to the extent permitted by law. In the event that the consent of the METRO Department of Law Settlement Committee and, where applicable, the consent of the METRO Council is required to approve any settlement or compromise in accordance with this Section 7.4, appropriate METRO staff shall promptly present CONTRACTOR'S request for such consent to the applicable METRO decision makers. If the 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

Procure for METRO the right to continue using Services or

Replace

Replace or modify the alleged infringing Services with other equally suitable Services that are satisfactory to METRO, so that they become non-infringing.

Discontinue

Discontinue the infringing Services and cancel any future charges pertaining thereto.

Provide

Provided, however, that CONTRACTOR will not exercise the Discontinue 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:

- (i) Modifications to the Services or the use of the Services in combination with apparatus, devices, or service not supplied or else approved by CONTRACTOR;
- (ii) The use of the Services in a manner for which the Services were neither designated nor contemplated;
- (ii) The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein; or
- (iii) METRO'S or its user's content or use of the Services in violation of this Contract.

7.4. 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 amounts billed to METRO under the 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 written notice by METRO or its duly appointed representatives. METRO or its duly appointed representatives shall abide by CONTRACTOR'S security requirements, to the extent permitted by law. Such reviews shall take place at a time and place agreed upon by the parties. 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.

7.5. Monitoring

The CONTRACTOR'S activities conducted and records maintained pursuant to this Contract shall be subject to review and audit by METRO, the Department of Finance, the Division of Metropolitan Audit, or their duly appointed representatives as set out in Section 7.5.

7.6. METRO Property

Any METRO property, including but not limited to books and records that are in CONTRACTOR'S possession shall be maintained by CONTRACTOR in good condition, and shall be returned to METRO by CONTRACTOR upon termination of the Contract.

7.7. 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.

7.8. 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.

7.9. 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.

7.10. 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.

7.11. 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.

7.12. Compliance with Laws

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

7.13. 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 in Nashville and Davidson County.

7.14. Ethical Standards

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

7.15. Indemnification and Hold Harmless

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

- A. Any claims, damages, costs and reasonable attorney fees for injuries or damages arising, in part or in whole, from claims of third parties to the extent that such damages, costs or attorneys' fees were proximately caused by the negligent or intentional act or omissions of CONTRACTOR, its officers, employees and/or agents, including its sub or independent contractors (collectively "Contractor's Personnel") in connection with the performance of the Contract, and,
- B. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor's Personnel, to observe applicable laws, including but not limited to, labor laws and minimum wage laws.
- C. 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 at its own expense. 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. Notwithstanding the previous sentence, if such settlement involves the payment of funds by CONTRACTOR, no payment of funds by METRO, and fully settles and releases all claims against METRO, CONTRACTOR may settle such matter, in CONTRACTOR'S sole discretion, without approval by METRO, to the extent permitted by law. In the event that the consent of the METRO Department of Law Settlement Committee and, where applicable, the consent of the METRO Council is required to approve any settlement or compromise in accordance with this Section 7.15,C, appropriate METRO staff shall promptly present CONTRACTOR'S request for such consent to the applicable METRO decision makers.
- D. In any and all claims against METRO, its officers, agents, or employees, by any employee of the 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 the CONTRACTOR or any subcontractor under workers' compensation acts, disability acts or other employee benefit acts.
- E. Pursuant to Tennessee Attorney General Opinion 93-01, METRO will not indemnify, defend or hold harmless in any fashion the CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that the CONTRACTOR may provide.

7.16.1 Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS CONTRACT SHALL BE:
 - (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE: PROVEN DIRECT DAMAGES;
 - (ii) FOR BREACH OF SECTION 7.4 (COPYRIGHT, TRADEMARK, SERVICE MARK OR PATENT INFRINGEMENT): PROVEN DIRECT DAMAGES;
 - (iii) FOR ANY THIRD-PARTY CLAIMS: THE REMEDIES AVAILABLE UNDER SECTION 7.15 (INDEMNIFICATION AND HOLD HARMLESS);
 - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT: PROVEN DAMAGES; OR
 - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 7.16.1(a)(i)-(iv): PROVEN DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET

CHARGES INCURRED BY METRO FOR THE AFFECTED SERVICE DURING THE PERIOD IN WHICH METRO'S SERVICE WAS ADVERSELY AFFECTED.

- (b) EXCEPT AS SET FORTH IN SECTION 7.15 (INDEMNIFICATION AND HOLD HARMLESS) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 7.16.1 SHALL NOT LIMIT METRO'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES FOR WORK SATISFACTORILY PERFORMED UNDER THIS CONTRACT.

7.16.2 Disclaimer of Liability.

EXCEPT AS OTHERWISE PROVIDED IN THIS CONTRACT, CONTRACTOR WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: (a) INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY METRO OR THIRD PARTIES (EXCEPT FOR CONTRACTOR'S SUBCONTRACTORS); OR (b) SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS CONTRACT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF METRO'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

7.16.3 Application and Survival.

The disclaimer of warranties and limitations of liability set forth in this Contract will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 7.16 will survive failure of any exclusive remedies provided in this Contract.

7.16.4 Notwithstanding anything in this Section 7.16 to the contrary, any provisions of Section 7.16 will not apply to the extent that such provision is finally determined by a court of competent jurisdiction, including appellate review if pursued, to violate the laws or Constitution of the State of Tennessee.

7.17. 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 as otherwise provided herein, neither party may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed and in the case of assignment by CONTRACTOR, shall be subject to the process set forth below in this Section 7.17.

Notwithstanding the prohibition in the previous sentence, METRO may, without CONTRACTOR'S consent but upon notice to CONTRACTOR, assign in whole or relevant part its rights and obligations under this Contract to a METRO Affiliate.

Notwithstanding the prohibition in the first sentence of this Section 7.17, CONTRACTOR may, without METRO'S consent, assign in whole or in relevant part its rights and obligations under this Contract to an Affiliate of CONTRACTOR.

In the case of any assignment, the assigning party shall remain responsible for the performance of its assigned obligations under this Contract. For purposes of this Section 7.17, "Affiliate" of a party shall mean any entity that controls, is controlled by or is under common control with such party.

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

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

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

7.18. Entire Contract

This Contract, including the documents identified in Section 1.1, 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.

7.19. 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.

7.20. 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 the CONTRACTOR may provide.

7.21. Venue

Any action between the parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee including, without limitation, federal courts having jurisdiction in Davidson County, Tennessee.

7.22. 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 435300

Notices and Designation of Agent for Service of Process

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

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

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: AT&T
Attention: David Ford
Address: 333 COMMERCE ST Nashville TN 37201
Telephone: 615-986-1612
Fax: None
E-mail: df0866@att.com

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

Designated Agent: AT&T
Attention: David Ford
Address: 333 COMMERCE ST Nashville TN 37201

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Contract Number 435300

Effective Date

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

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

CONTRACTOR

APPROVED AS TO PROJECT SCOPE:

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

AT&T
Company Name

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle D. Hernandez Lane TRT
Purchasing Agent Purchasing

Michelle Senderson
Signature of Company's Contracting Officer

Michelle Senderson
Officer's Name

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lopez O'dneal CH GLM
Director of Finance OMB BA

Lead Solutions Architect
Officer's Title

APPROVED AS TO FORM AND LEGALITY:

Theresa Costonis BC
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Elizabeth Waites 4/17/2019 | 12:59 PM CDT
Metropolitan Clerk Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/07/2019

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 USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101 Attn: ATT.CertRequest@marsh.com CN103150778-GAW-CRT-18-19 : DFord	CONTACT NAME: US Centralized Services PHONE (A/C, No, Ext): 866-966-4664 FAX (A/C, No): E-MAIL ADDRESS: Att.CertRequest@marsh.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A : Old Republic Insurance Company</td> <td colspan="2" style="text-align: center;">24147</td> </tr> <tr> <td>INSURER B :</td> <td colspan="2"></td> </tr> <tr> <td>INSURER C :</td> <td colspan="2"></td> </tr> <tr> <td>INSURER D :</td> <td colspan="2"></td> </tr> <tr> <td>INSURER E :</td> <td colspan="2"></td> </tr> <tr> <td>INSURER F :</td> <td colspan="2"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Old Republic Insurance Company	24147		INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						
INSURED AT&T Corp. One AT&T Plaza 208 South Akard Street, Room 1830.06 Dallas, TX 75202																						

COVERAGES **CERTIFICATE NUMBER:** CHI-007330452-13 **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:			MWZY 313636	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 313635 MWZX 313637 (MI)	06/01/2018 06/01/2018	06/01/2019 06/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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			MWC 313638 00	06/01/2018	06/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Workers' Compensation / Employers' Liability			MWXS 313639 (OH, WA) See Second Page	06/01/2018	06/01/2019	EL Each Accident / EL Disease 1,000,000 EL Disease-Policy Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Nashville, TN; RFQ 1020705 and/or Contract 427516

Metropolitan Government of Nashville and Davidson County its officials, employees, and volunteers are included as Additional Insured under the General Liability and Automobile Liability policies but only with respect to the requirements of the contract between the Certificate Holder and the Insured.

CERTIFICATE HOLDER Metropolitan Government of Nashville and Davidson County Metro Courthouse Nashville, TN 37201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED AT&T Corp. One AT&T Plaza 208 South Akard Street, Room 1830.06 Dallas, TX 75202	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Excess Workers' Compensation - MWXS 313639 (OH-WA)
 Self-Insured Retentions
 OH & WA - \$500,000,000 (except Terrorism)
 OH & WA - \$600,000,000 Terrorism

Excess Automobile Liability - MWZX 313637 (MI)
 Combined Single Limit - \$1,000,000
 Self-Insured Retention - \$1,000,000



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

April 25, 2018

Mr. David Ford
AT&T Corporation
4822 Fairheath Road
Charlotte, NC 28210

Re: **RFQ # 1020705, Provision of Telecommunication Services**

Dear Mr. Ford:

The Metropolitan Government of Nashville and Davidson County (Metro) has completed the evaluation of submitted solicitation offer(s) to the above RFQ # 1020705, Provision of Telecommunication Services. This letter hereby notifies you of Metro's intent to award a contract to AT&T Corporation, for Managed Services and Unmanaged Services , contingent upon successful contract negotiations.

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

If the Procurement Nondiscrimination Program requirements were a part of this solicitation, the awardee must forward a signed copy of the "Letter of Intent to Perform as Subcontractor/Subconsultant/Supplier/Joint Venture" for any minority/women-owned business enterprises included in the response to the Business Assistance Office within two business days from this notification. Should you have any questions concerning this requirement, please contact Bryan Gleason, BAO Representative, at 615-862-6710 or at bryan.gleason@nashville.gov.

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

Sincerely,

A handwritten signature in blue ink that reads "Michelle A. Hernandez Lane".

Michelle A. Hernandez Lane
Purchasing Agent

Cc: Solicitation File
Other Offerors

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

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

Division of Telecommunication Services

Scoring and Justifications

UN-MANAGED SERVICES

	Qualifications & Experience (30 Points)	Capacity & Approach (35 Points)	Cost (35 Points)	Total (100 Points)
AT&T	30	35	10.21	75.21
Comcast	25	25	24.22	74.22
Level 3	30	35	28.00	93.00
Verizon	10	10	9.86	29.86
Windstream	24	30	12.45	66.45
Zayo Group	24	30	3.61	57.61

Offeror's Name	Bids	SBE	Cost Evaluation (28 Pt Max)	SBE/SDV	Total Cost Points (35 Pt)
				Evaluation (7 Pt Max)	
AT&T	\$65,750.00	\$0	10.21	0.00	10.21
Comcast	\$27,716.40	\$0	24.22	0.00	24.22
Level 3	\$23,973.48	\$0	28.00	0.00	28.00
Verizon	\$68,104.64	\$0	9.86	0.00	9.86
Windstream	\$53,929.00	\$0	12.45	0.00	12.45
Zayo Group	\$186,000.00	\$0	3.61	0.00	3.61

***Note: Longway Broadband submitted a response; however, was deemed non-responsive**

AT&T

Strengths – Demonstrated in detail the company’s experience providing a variety of telecommunication services available to Metro. Demonstrated experience with other Tennessee government agencies. “AT&T is recognized as the leading provider of IP-based communications services to businesses and the leading U.S. provider of wireless, high speed Internet access, local and long distance voice, and directory publishing and advertising services”. Proposal included a clearly defined team structure. “With monthly meetings and daily interaction between members of the team and Metro personnel we are able to bring the right resources together to meet Metro’s requirements”. Resources are pulled together and escalated accordingly to meet Metro’s deadlines. Proposal included a detailed escalation process for services issues, including interval times between each level. Eleven person account team provided.

Weaknesses – Resumes included as a linked word document rather than within the PDF document submitted. Bios provided of key personnel but not resumes.

Comcast

Strengths – Proposal included a detailed escalation process for services issues, including interval times between each level. Proposal included a 60-90 day implementation plan.

Weaknesses – Three account team members list and no resumes provided.

Level 3

Strengths – Detailed capacity and approach section that clearly details. Proposal provided a clear understanding of the organizational structure.

Division of Telecommunication Services Scoring and Justifications

UN-MANAGED SERVICES

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Zayo Group	\$186,000.00	\$0	3.61	0.00	3.61

***Note: Longway Broadband submitted a response; however, was deemed non-responsive**

Weaknesses – Escalation policy did not provide interval times between each level. Appendix A – Master Service Agreement and Service Schedules PDF documents incorporated into the submitted PDF response are not accessible. Proposal failed to include details about the companies experience to government agencies. Proposal references resumes of key personnel but no resume were accessible in the submitted response.

Verizon

Strengths – N/A

Weaknesses – Proposal was generic and lack requested details. Proposal did not provide information about the account team.

Windstream

Strengths – Proposed account team resumes outline detailed experience providing the responsible role of each member. Provided detailed implementation outline and timeline. “The Windstream project team members will work with the METRO project team to identify project actions and potential risks in the planning phase, and develop action and risk mitigation plans prior to starting service implementations. The Windstream project manager will track and monitor all project actions, issues and risks on the form shown below to ensure the actions are completed on time and the risk mitigation plan has been effective, and the risks have truly been mitigated.”

Division of Telecommunication Services

Scoring and Justifications

UN-MANAGED SERVICES

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Weaknesses – Provided escalation process lacked detail compared to other offerors. Demonstrated experience with other government agencies lack specific details.

Zayo Group

Strengths – Proposal provided a detailed explanation of single point of contact's role for account management, service, and billing issues. Provided a descriptive ordering process along with customer access to orders via on-line portal.

Weaknesses - Escalation policy did not provide interval times between each level. Bios provided of key personnel but not resumes.

Procurement of Telecommunication Services

Scoring and Justifications

MANAGED SERVICES

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Procurement of Telecommunication Services

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

March 6, 2018

Mr. Joseph C. Longway, PMP
President & Lead Consultant
Longway Broadband Services
PO Box 1604
Mount Juliet, TN 37121-1604
jlongway@longwaybroadband.com

SENT VIA EMAIL

Re: RFQ 1020705 Telecommunications Services

Mr. Longway:

The Metropolitan Government of Nashville and Davidson County has received your submitted response to the above solicitation and upon review, has determined that your submission was non-responsive.

Specifically, the submitted proposal was non-responsive due to a failure to comply with M.C.L. § 4.48.080 Prohibition Against Contingent Fees.

Kind Regards,

A handwritten signature in blue ink that reads "Michelle A. Hernandez Lane".

Michelle A. Hernandez Lane
Chief Procurement/Purchasing Agent
Metropolitan Government of Nashville & Davidson County

Cc: Solicitation Files

Certificate Of Completion

Envelope Id: 79FA6B3AB38E4C3E89D74C2EF52F9A49

Status: Completed

Subject: Metro Contract 435300 with AT&T (Information Technology)

Source Envelope:

Document Pages: 23

Signatures: 6

Envelope Originator:

Certificate Pages: 17

Initials: 6

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

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

prg@nashville.gov

IP Address: 170.190.198.190

Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

3/21/2019 11:15:06 AM

prg@nashville.gov

Signer Events

Signature

Timestamp

Terri R Troup



Sent: 3/21/2019 11:55:19 AM

terri.troup@nashville.gov

Viewed: 3/21/2019 2:32:32 PM

Senior Procurement Officer

Signed: 3/21/2019 2:32:58 PM

Metropolitan Government of Nashville and Davidson

Signature Adoption: Pre-selected Style

County

Using IP Address: 170.190.198.190

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Michelle A. Hernandez Lane



Sent: 3/21/2019 2:33:00 PM

michelle.lane@nashville.gov

Viewed: 3/22/2019 3:29:48 PM

Chief Procurement Officer/Purchasing Agent

Signed: 3/22/2019 3:29:52 PM

Metro

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 170.190.198.190

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Gregg Nicholson



Sent: 3/22/2019 3:29:55 PM

Gregg.Nicholson@nashville.gov

Viewed: 3/25/2019 8:02:44 AM

Gregg Nicholson

Signed: 3/25/2019 8:03:34 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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Greg McClarin



Sent: 3/25/2019 8:03:37 AM

Kathy.King@nashville.gov

Viewed: 3/25/2019 2:58:37 PM

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.190

Electronic Record and Signature Disclosure:

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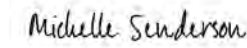
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Michelle Senderson

ms5914@att.com

Lead Solutions Architect

AT&T

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 144.160.228.101

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Electronic Record and Signature Disclosure:

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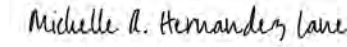
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Michelle A. Hernandez Lane

michelle.lane@nashville.gov

Chief Procurement Officer/Purchasing Agent

Metro

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

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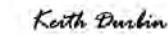
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Keith Durbin

keith.durbin@nashville.gov

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

Sent: 4/8/2019 6:49:55 PM

Viewed: 4/16/2019 6:09:44 AM

Signed: 4/16/2019 6:10:10 AM

Electronic Record and Signature Disclosure:

Accepted: 4/16/2019 6:09:44 AM

ID: 3d8770a1-3218-46cb-b70e-a36b9fa6c2ef

Christopher L. Harmon

chris.harmon@nashville.gov

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

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Viewed: 4/16/2019 8:51:09 AM

Signed: 4/16/2019 8:51:33 AM

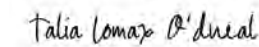
Electronic Record and Signature Disclosure:

Accepted: 4/16/2019 8:51:09 AM

ID: a1c91b30-639d-4dba-8a04-60fd8bfe098f

Talia Lomax O'dneal

talia.lomaxodneal@nashville.gov

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.100

Sent: 4/16/2019 8:51:36 AM

Viewed: 4/16/2019 12:52:20 PM

Signed: 4/16/2019 12:52:32 PM

Electronic Record and Signature Disclosure:

Accepted: 4/16/2019 12:52:20 PM

ID: f30064e0-3c87-430f-ae3b-0460448777e1

Sally Palmer

sally.palmer@nashville.gov

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

Using IP Address: 170.190.198.100

Sent: 4/16/2019 12:52:35 PM

Viewed: 4/16/2019 2:43:36 PM

Signed: 4/16/2019 2:47:27 PM

Electronic Record and Signature Disclosure:

Accepted: 4/16/2019 2:57:26 PM

ID: 0a90d652-b1e9-4388-a34d-69eea667211b

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

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



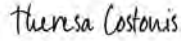
Sent: 4/16/2019 2:47:32 PM
Viewed: 4/16/2019 3:31:06 PM
Signed: 4/16/2019 3:32:02 PM

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

Electronic Record and Signature Disclosure:

Accepted: 4/16/2019 3:31:06 PM
ID: 8add66f6-18f1-420e-800d-602c466245c1

Theresa Costonis
theresa.costonis@nashville.gov
Security Level: Email, Account Authentication
(None)



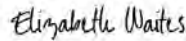
Sent: 4/17/2019 11:08:24 AM
Viewed: 4/17/2019 11:40:34 AM
Signed: 4/17/2019 12:57:48 PM

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

Electronic Record and Signature Disclosure:

Accepted: 4/17/2019 11:40:34 AM
ID: 5dea50db-e3e7-435a-a66a-d16082d929df

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



Sent: 4/17/2019 12:57:51 PM
Viewed: 4/17/2019 12:58:46 PM
Signed: 4/17/2019 12:59:14 PM

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

Electronic Record and Signature Disclosure:

Accepted: 4/17/2019 12:58:46 PM
ID: 5f80598f-7a95-4d5d-82eb-fee51f208d7b

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

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



Sent: 4/16/2019 2:47:31 PM
Viewed: 4/16/2019 2:48:39 PM
Completed: 4/17/2019 12:59:23 PM

Using IP Address: 170.190.198.100

Electronic Record and Signature Disclosure:

Accepted: 4/16/2019 2:48:39 PM
ID: 8f984b00-98e5-4a8f-b749-999ecc2d4d71

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

David Ford
df0866@att.com
Team Lead
Security Level: Email, Account Authentication
(None)



Sent: 3/29/2019 11:12:58 AM

Electronic Record and Signature Disclosure:

Accepted: 3/25/2019 4:11:31 PM
ID: 10c7a417-8056-4bd3-89f9-3074621f5756

Carbon Copy Events	Status	Timestamp
<p>Tina Burt Tina.Burt@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 4/17/2019 12:59:17 PM
<p>Margaret Keck Margaret.keck@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 4/17/2019 12:59:18 PM
<p>Curt Corkern Curt.Corkern@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 4/17/2019 12:59:19 PM
<p>Ron Dean Ron.Dean@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 4/17/2019 12:59:21 PM
<p>Stephanie Judd stephanie.judd@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 4/17/2019 12:59:22 PM
<p>Jesse Turner jesse.turner@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 4/17/2019 12:59:23 PM

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/17/2019 12:59:23 PM
Certified Delivered	Security Checked	4/17/2019 12:59:23 PM
Completed	Security Checked	4/17/2019 12:59:23 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure


Certificate Of Completion

Envelope Id: 3B01E608BAD64DA8AE206762C58E7880	Status: Sent
Subject: URGENT!!! Metro Contract 6516090 Amendment 1 with AT&T Corporation (Information Technology Services)	
Source Envelope:	
Document Pages: 91	Signatures: 11
Certificate Pages: 17	Initials: 4
AutoNav: Enabled	Envelope Originator:
Enveloped 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 2/29/2024 11:10:44 AM	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

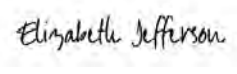
Signer Events

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: 2/29/2024 11:29:06 AM Viewed: 2/29/2024 11:29:33 AM Signed: 2/29/2024 11:29:53 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Gregg Nicholson Gregg.Nicholson@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 2/29/2024 11:29:57 AM Viewed: 2/29/2024 12:27:00 PM Signed: 2/29/2024 12:27:09 PM
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Electronic Record and Signature Disclosure:
Accepted: 2/29/2024 12:27:00 PM
ID: 19a3109e-121d-4d71-a41e-ab2472c68dea

Elizabeth Jefferson elizabeth.jefferson@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 2/29/2024 12:27:15 PM Viewed: 2/29/2024 3:07:49 PM Signed: 2/29/2024 3:14:19 PM
------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------

Electronic Record and Signature Disclosure:
Accepted: 2/29/2024 3:07:49 PM
ID: 437098fa-7cd3-4517-ab26-dbc39dfeac47

Jack Teter jt065m@att.com Client Solutions Executive AT&T Security Level: Email, Account Authentication (None)		Sent: 2/29/2024 3:14:23 PM Viewed: 2/29/2024 3:16:41 PM Signed: 2/29/2024 3:20:06 PM
----------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------

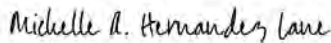
Electronic Record and Signature Disclosure:

Signature Adoption: Pre-selected Style
Using IP Address: 144.160.240.81

Signer Events	Signature	Timestamp
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Accepted: 2/29/2024 3:16:41 PM
ID: a97b5a24-52a9-42ea-9433-7a5d15235b83

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



Sent: 2/29/2024 3:20:10 PM
Viewed: 2/29/2024 4:29:47 PM
Signed: 2/29/2024 4:30:01 PM

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Keith Durbin
keith.durbin@nashville.gov
Security Level: Email, Account Authentication
(None)

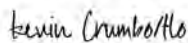


Sent: 2/29/2024 4:30:07 PM
Viewed: 3/1/2024 7:55:06 AM
Signed: 3/1/2024 7:55:35 AM

Signature Adoption: Uploaded Signature Image
Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:
Accepted: 3/1/2024 7:55:06 AM
ID: 07f0a129-67cc-408a-81b4-5aa9d92a067d

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

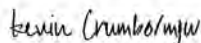


Sent: 3/1/2024 7:55:39 AM
Viewed: 3/1/2024 8:31:20 AM
Signed: 3/1/2024 8:31:39 AM

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

Electronic Record and Signature Disclosure:
Accepted: 3/1/2024 8:31:20 AM
ID: 4d1098c3-02cc-4db4-be02-059c4231b6b5

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



Sent: 3/1/2024 8:31:44 AM
Viewed: 3/5/2024 1:54:47 PM
Signed: 3/5/2024 1:58:59 PM

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

Electronic Record and Signature Disclosure:
Accepted: 3/5/2024 1:54:47 PM
ID: a2e75ff6-5fe2-4351-8bb0-62c05d28ce67


Lora Fox
lora.fox@nashville.gov
Security Level: Email, Account Authentication
(None)



Sent: 3/5/2024 1:59:03 PM
Viewed: 3/5/2024 3:32:13 PM
Signed: 3/5/2024 3:34:14 PM

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

Electronic Record and Signature Disclosure:
Accepted: 3/5/2024 3:32:13 PM
ID: ae84d3c5-e10c-4d20-b43c-4193d6613330

Signer Events	Signature	Timestamp
<p>Erica Haber ericahaber@nashville.gov Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	<p>Sent: 3/5/2024 3:34:20 PM Viewed: 3/5/2024 3:35:34 PM Signed: 3/5/2024 3:36:41 PM</p>

Electronic Record and Signature Disclosure:
Accepted: 3/5/2024 3:35:34 PM
ID: ac5dad47-e9e8-413e-9c49-efb2cb6d4673

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

Sent: 3/5/2024 3:36:47 PM
Viewed: 3/5/2024 4:16:53 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Geoff Edwards
geoff.edwards@nashville.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 1/30/2024 6:07:10 PM
ID: 5d65d071-1cb0-4613-89ee-9c718bed9e80

COPIED

Sent: 2/29/2024 11:29:07 AM
Viewed: 2/29/2024 11:31:19 AM

John Stewart
john.stewart@nashville.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 2/29/2024 11:29:06 AM

Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 3/5/2024 2:22:20 PM
ID: 9144e1bb-84d5-4593-bffd-a6e58175f8da

COPIED

Sent: 3/5/2024 3:36:44 PM
Viewed: 3/5/2024 4:00:23 PM

Erica Haber
ericahaber@nashville.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 3/5/2024 3:35:34 PM
ID: ac5dad47-e9e8-413e-9c49-efb2cb6d4673

COPIED

Sent: 3/5/2024 3:36:46 PM

Carbon Copy Events	Status	Timestamp
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Austin Kyle
publicrecords@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 3/5/2024 10:48:50 AM
ID: 55eed274-6284-42da-9e2c-9db8f6a57cd7

Christopher Wood
Christopher.Wood@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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	2/29/2024 11:29:07 AM
Envelope Updated	Security Checked	2/29/2024 2:55:47 PM
Envelope Updated	Security Checked	2/29/2024 2:55:47 PM
Certified Delivered	Security Checked	3/5/2024 4:16:53 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
