

Contract Abstract

Contract Information

Contract & Solicitation Title: Ouster Lidar System and Ouster Blue City Analytics

Contract Summary: Contractor agrees to provide Ouster Lidar System and Ouster Blue City Analytics.

Contract Number: 6599268 Solicitation Number: N/A Requisition Number: SS2025066

Replaces Expiring or Expired Contract? (Enter "No" or Contract No and Expiration Date): No

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

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

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

Estimated Start Date: 10/21/2025 Estimated Expiration Date: 10/20/2030 Contract Term: 60 Months

Estimated Contract Life Value: \$6,000,000.00 Fund:* 40024 BU:* 42401024

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

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: Terri Ray BAO Staff: Jeremy Frye

Procuring Department: NDOT Department(s) Served: NDOT

Prime Contractor Information

Prime Contracting Firm: CDK Enterprises, LLC dba Southern Lighting & Traffic Systems ISN#: 1602

Address: 1225 Old Alpharetta Rd City: Alpharetta State: GA Zip: 30005

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

Prime Company Contact: Craig Carrow Email Address: ccarrow@southernltg.com Phone #: 770-205-9007

Prime Contractor Signatory: Craig Carrow Email Address: ccarrow@southernltg.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 (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	MBE	WBE	SBE	SDV	LGBTBE	Score	Evaluated Cost	Result
	(check as applicable)					(RFP Only)		
<u>CDK Enterprises, LLC dba</u>	☐	☐	☐	☐	☐	<u>N/A</u>	<u>N/A</u>	<u>Approved Sole Source Form</u>
<u>Southern Lighting & Traffic Systems</u>	☐	☐	☐	☐	☐			<u>Select from the Following:</u>
	☐	☐	☐	☐	☐			<u>Select from the Following:</u>
	☐	☐	☐	☐	☐			<u>Select from the Following:</u>

Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **CDK Enterprises, LLC dba Southern Lighting & Traffic Systems** ("CONTRACTOR") located at **1225 Old Alpharetta Rd, Alpharetta, GA 30005** 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:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
- *Exhibit A – Pricing*
- *Exhibit B - Affidavits*
- *Purchase Orders (and PO Changes),*

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

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

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide Ouster Lidar System and Ouster Blue City Analytics.

2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO. METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order. Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

3. CONTRACT TERM

3.1. Contract Term

The Contract Term will begin on the date (the "Effective Date") this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office, whichever date last occurs. This Contract Term will end (60) months from the Effective Date. In no event shall the term of this Contract exceed sixty (60) months from the Effective Date.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of \$6,000,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

4.2. Other Fees

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

4.3. Payment Methodology

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

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

4.4. Escalation/De-escalation

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

4.5. Electronic Payment

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

4.6. Invoicing Requirements

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

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

4.7. Subcontractor/Subconsultant Payments

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

5. TERMINATION

5.1. Breach

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

5.2. Lack of Funding

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

5.3. Notice

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

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

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

6.2. Nondiscrimination Requirement

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

6.3. Equal Business Opportunity (EBO) Program Requirement

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

6.4. Covenant of Nondiscrimination

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

6.5. Americans with Disabilities Act (ADA)

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

7. INSURANCE

7.1. Proof of Insurance

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

7.2. Products Liability Insurance - In the amount of one million (\$1,000,000.00) dollars combined single limit.

7.3. General Liability Insurance - In the amount of one million (\$1,000,000.00) dollars per occurrence and in the amount of two million (\$2,000,000) in the aggregate.

7.4. Automobile Liability Insurance - In the amount of one million (\$1,000,000.00) dollars combined single limit.

7.5. Worker's Compensation Insurance (if applicable) CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee.

7.6. Such insurance shall:

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

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

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

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

7.7. Other Insurance Requirements

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

PROCUREMENTCOI@NASHVILLE.GOV

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

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

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

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

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

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

8. GENERAL TERMS AND CONDITIONS

8.1. Taxes

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

8.2. Warranty

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

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

8.3. Software License

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

8.4. Confidentiality

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

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

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

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

8.5. Information Ownership

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

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

8.6. Information Security Breach Notification

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

8.7. Virus Representation and Warranty

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

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

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

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

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full

right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

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

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:
 - The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
 - The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
 - The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

8.9. Maintenance of Records

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

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

8.10. Monitoring

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

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

8.11. METRO Property

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to Metro. Contractor and its subcontractors grant Metro a non-exclusive, perpetual, worldwide, fully paid up, royalty Free license, with rights to sublicense through multiple levels of sublicenses, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

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

8.12. Modification of Contract

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

8.13. Partnership/Joint Venture

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

8.14. Waiver

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

8.15. Employment

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

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

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

8.16. Compliance with Laws

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

8.17. Iran Divestment Act

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

8.18. Boycott of Israel

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

8.19. Taxes and Licensure

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

8.20. Ethical Standards

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

Pursuant to Metropolitan Code of Laws, Section 4.48.020, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48.

8.21. Indemnification and Hold Harmless

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

- A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for

whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.

- D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.
- E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

8.22. Attorney Fees

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

8.23. Assignment--Consent Required

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

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

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

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

8.24. Entire Contract

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

8.25. Force Majeure

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

8.26. Governing Law

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

8.27. Venue

Any action between the Parties arising from this Contract shall be filed, maintained, and resolved in the Circuit or Chancery Courts of Davidson County, Tennessee. CONTRACTOR explicitly waives its right to remove any actions filed in the courts of Davidson County, Tennessee to federal court.

8.28. Severability

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

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number: 6599268

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: CDK Enterprises, LLC dba/ Southern Lighting & Traffic Systems

Attention: Craig Carrow

Address: 1225 Old Alpharetta Rd, Alpharetta, GA 30005

Telephone: 770-205-9007

Fax:

E-mail: CCarrow@SouthernLTG.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: State of Tennessee, Secretary of State

Attention: Tre Hargett

Address: State Capital, Nashville, TN 37243-1102

Email: tre.hargett@tn.gov

[SPACE INTENTIONALLY LEFT BLANK]

Notices & Designations
Department & Project Manager

Contract Number	6599268
------------------------	---------

The primary DEPARTMENT/AGENCY responsible for the administration of this contract is:

DEPARTMENT	NDOT
Attention	Kristin Kumrow
Address	750 S. 5th Street, Nashville, TN 37206
Telephone	615.862.8707
Email	kristin.kumrow@nashville.gov

The primary DEPARTMENT/AGENCY responsible for the administration of this contract designates the following individual as the PROJECT MANAGER responsible for the duties outlined in APPENDIX – Z CONTRACT ADMINISTRATION:

Project Manager	Aaron Cushman
Title	Assistant Chief Engineer of Transportation Systems Management/ITS Division Manager
Address	750 S. 5th Street, Nashville, TN 37206
Telephone	615.393.3396
Email	aaron.cushman@nashville.gov

Appendix Z – Contract Administration

Upon filing with the Metropolitan Clerk, the PROJECT MANAGER designated by the primary DEPARTMENT/AGENCY is responsible for contract administration. Duties related to contract administration include, but are not necessarily limited to, the following:

Vendor Performance Management Plan

For contracts in excess of \$50,000.00, the project manager will develop a vendor performance management plan. This plan is managed by the primary department/agency and will be retained by the department/agency for their records. At contract close out, copies of all vendor performance management documents will be sent to PRG@nashville.gov.

For best practices related to vendor performance management, project managers will consult chapter eight of the PROCUREMENT MANUAL found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

Amendment

For all contracts, the project manager will notify PRG@nashville.gov if changes to the term, value, scope, conditions, or any other material aspect of the contract are required. The email notification will include a complete CONTRACT AMENDMENT REQUEST FORM found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

Escalation

For contracts that include an escalation/de-escalation clause, the project manager will notify PRG@nashville.gov when any request for escalation/de-escalation is received. The email notification will include any documentation required by the contract to support the request.

Contract Close Out – Purchasing

For all contracts, the project manager will notify PRG@nashville.gov when the work is complete and has been accepted by the department/agency. The email notification will include the contract number, contract title, date of completion, warranty start date and warranty end date (if applicable), and copies of all vendor performance management documents (if applicable).

Contract Close Out – BAO

For contracts with compliance monitored by the Business Assistance Office (BAO), the project manager will notify the designated contract compliance officer via email when the contract is complete and final payment has been issued. The email notification will include the contract number, contract title, and the date final payment was issued.

Best Practices

Project managers are strongly encouraged to consult chapter eight of the PROCUREMENT MANUAL for best practices related to contract administration. The manual is found on the division of purchases internal resources page:

<https://metronashville.sharepoint.com/sites/IMFinanceProcurement>

Contract Number 6599268

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the CONTRACTOR, 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:

Diana Marcon KCK
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

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

Zorkey JK
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Jennene Reed/Md GLM
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Phylinda Ramsey B
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Metropolitan Clerk Date

CONTRACTOR:

SLTS
Company Name

Craig Carrow
Signature of Company's Contracting Officer

Craig Carrow
Officer's Name

Vice President
Officer's Title

Southern Lighting and Traffic Systems



Ouster Pricing – Nashville DOT

As the exclusive distributor for Ouster, in Tennessee, Southern Lighting and Traffic Systems is pleased to provide the following pricing with respect to the Ouster Lidar deployments anticipated over the next 5 years.

LINE ITEM	Product	Part Number	Unit Price	Unit Shipping
1	Blue City OS1 Bundle - 2 sensor	BC-BDL-EDGE-DL-PER-OS1R7-R01	\$ 23,000.00	\$ 120.00
2	BABA Certified Adder:	905-103-459-02	Included w/ Line 1	Included w/ Line 1
3	Blue City Analytics Platform, annual subscription	960-106105-02	\$ 2,000.00	\$ -
4	Additional 5 year Warranty (5 yr incl. with units)	963-108010 BC-MISC-EXTW-DL-5Y	\$ 12,500.00	\$ -
5	Blue City Analytics Platform	960-106105-02	\$ 2,880.00	\$ -
6	OS Sensor Mounting kit	OG-ACC-MNTK-OUT-PM	\$ 180.00	\$ 20.00
7	POE+ Splitter OS Sensor	964-106085-02	\$ 300.00	\$ 40.00
8	Ouster Gemini GPU AGX NEMA	963-106072-02	\$ 3,200.00	\$ -
9	OS0 Rev 7 Bundle	OS0-070-128U-AX-BR-000-000	\$ 10,850.00	\$ 50.00
10	BABA Certified Adder:	905-103-459-02	Included w/ Line 9	Included w/ Line 9
11	OS2 Rev 7 Bundle	OS2-070-128U-AX-XX-000-000	\$ 17,250.00	\$ 50.00
12	BABA Certified Adder:	905-103-459-02	Included w/ Line 11	Included w/ Line 11
13	OS Sensor Mounting Accessory - Splitter Mount	OG-ACC-MNTP-PSM	\$ 30.00	\$ 10.00
14	Blue City OS1 Bundle - 1 sensor	BC-BDL-EDGE-DL-PER-OS1R7-R01	\$ 21,700.00	\$ 80.00
15	BABA Certified Adder:	905-103-459-02	Included w/ Line 14	Included w/ Line 14
16	OS1-128 Rev 070 (lidar sensor only)	OS1-070-128U-AX-BR	\$ 11,700.00	\$ 30.00
17	BABA Certified Adder:	905-103-459-02	Included w/ Line 16	Included w/ Line 16
18	OS0-128 Rev 070 (lidar sensor only)	OS0-070-128U-AX-BR	\$ 11,700.00	\$ 30.00
19	BABA Certified Adder:	905-103-459-02	Included w/ Line 18	Included w/ Line 18
20	OS2-128 Rev 070 (lidar sensor only)	OS2-070-128U-AX-XX	\$ 12,700.00	\$ 30.00
21	BABA Certified Adder:	905-103-459-02	Included w/ Line 20	Included w/ Line 20
22	Blue City Edge & Software Bundle - No Lidar	BC-BDL-E&S-NL-PER-R02	\$ 13,700.00	\$ 40.00
23	BABA Certified Adder:	905-103-459-02	Included w/ Line 22	Included w/ Line 22
24	SDLC Adapter (Intersection Control) - Includes 4' SDLC cable and power supply	OG-ACC-ITS-SDLC-TS2-DB15	\$ 1,000.00	\$ 4.00
25	POE+ 24V Splitter - OS Sensor	964-106085-02	\$ 300.00	\$ 10.00
26	OS Sensor Mounting Kit	OD-ACC-MNTK-OUT-PM	\$ 300.00	\$ 10.00

Escalation/De-Escalation is capped at 3% Annually and must be supported by the PPI.

Terms and Conditions per City of Nashville's standard requirements.

Respectfully,

Mark Zinn

Southern Lighting and Traffic Systems

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/library/2022/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_with%20NY05.04.22.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 Contractor is not currently, and will not for the duration of the awarded Contract, engage in a boycott of Israel for any awarded contract that meets the following criteria:

- Has total potential value of two hundred fifty thousand (\$250,000) or more;
- Affiant has ten (10) or more employees.

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: SLTS

Organization Officer Signature: Craig Carrow

Name of Organization Officer: Craig Carrow

Title: Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/6/2025

7/21/2025

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 1185 Avenue of the Americas, Ste. 2010 New York NY 10036 (646) 572-7300	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS: <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: XL Insurance America, Inc.</td> <td style="text-align: center;">24554</td> </tr> <tr> <td>INSURER B: Greenwich Insurance Company</td> <td style="text-align: center;">22322</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: XL Insurance America, Inc.	24554	INSURER B: Greenwich Insurance Company	22322	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED 1551721 CDK Enterprises, LLC 1225 Old Alpharetta Rd Alpharetta, GA 30005															

COVERAGES**CERTIFICATE NUMBER:** 21198103**REVISION NUMBER:** XXXXXXXX

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	PGG7479592	12/6/2024	12/6/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	PGA7479593	12/6/2024	12/6/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	N	N	PUU7479594	12/6/2024	12/6/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Y N/A	PWG7479591	12/6/2024	12/6/2025	☒ PER STATUTE ☐ 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	Property:	N	N	PPG7479590	12/6/2024	12/6/2025	Limit: \$20,074,896 Retention: \$5,000

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

RE: Ouster Lidar Sole Source - Contract#: 6599268

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as Additional Insured on the General Liability and Automobile Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION****21198103**

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

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

AUTHORIZED REPRESENTATIVE

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SS2025066

Tuesday, February 25, 2025



Sole Source Request Form

Request a Sole Source Contract or Purchase Order

A sole source is appropriate when only a single supplier can provide the good or service requested. If there is more than one supplier who can provide the same or a substantially similar good or service competition will be solicited.

A sole source may also be appropriate for one of the reasons enumerated in R4.12.060.05 of the procurement regulations available on the [internal resources page](#).

Suppliers requesting a sole source must agree, in advance and without exception, to Metro's standard terms and conditions. Those terms and conditions are [located here](#). If a supplier refuses or takes exceptions to these terms, a sole source cannot be granted & competition will be solicited.

Questions? Email zak.kelley@nashville.gov.

Departmental Information

What is your name? Kristin Kumrow

What is your department? NDOT

What is your email address? Kristin.Kumrow@nashville.gov

What is your phone number? (615) 862-8707

What is the good or service you need? Ouster Dual Lidar System and Ouster Blue City Analytics

Does this good or service include surveillance as described in MCL 13.08.080? No.

Why is this a sole source? Available from only a single supplier.

Briefly explain your selection above.

Southern Lighting and Traffic Systems is the exclusive distributor of the BlueCity solution in the state of Tennessee. Sole source justification is based on "Compatibility and Standardization". Under the USDOT SMART Grant Phase 1 that the city was awarded, NDOT demonstrated proof of concept to accurately capture "near misses" and deploy real time safety interventions using Ouster Dual Lidar System and Blue City Analytics. We were awarded a \$10M Phase 2 grant to expand upon the work and require the procurement of the same devices and software to ensure compatibility and standardization across the projects.

How long do you plan to utilize this good or service? 5 years.

Supplier Information

Who is the supplier? CDK Enterprises DBA Southern Lighting & Traffic Systems, Inc.

What is the supplier's address? 113 INDUSTRIAL PARK DR
Cumming, GA, 30040

Is the supplier registered in iSupplier? ☒ Yes

If yes, what is the supplier's ISN? 1602

Who is the point of contact for the supplier? Mark Zinn

What is the supplier point of contact's email address? mzinn@southernltg.com

What is the supplier point of contact's phone number? (678) 447-1356

Metro's Standard Terms & Conditions

I affirm that the supplier has agreed, without exception, to Metro's standard terms and conditions. I understand that if the supplier requests any exceptions to these terms and conditions, this sole source will be returned and a competitive solicitation will be issued.

☒ Yes.

Financial & Accounting Information

Requests that do not include a quote from the supplier, full or accurate accounting information will be returned.

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

How much will this good or service cost for the entire contract/PO term, up to a maximum of 60-months? 6,000,000

Upload the quote provided by the supplier:



Ouster Pricing Breakdown.pdf



Ouster Sole Source Letter.pdf

What is the fund number for this purchase? 40024

What is the business unit (BU) number for this purchase? 42401024

What is the object account number for this purchase? 507450

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

Yes

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

Yes



Sole Source Signature Form

Sole Source Number	ss2025066
Date Received	Feb. 25, 2025

To Whom It May Concern,

I have read the attached Sole Source Review and concur with the recommendation contained therein.

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

Regards,

Dennis Rowland
Purchasing Agent & Chief Procurement Officer

3/14/2025 | 8:50 AM CDT

Date Signed



OUSTER

Hello Derek,

I apologize for any delay in sending this over. Below is the detailed pricing breakdown for the Nashville project:

- **Ouster 2-Sensor Bundle:** \$23,000 per location
- **Blue City Analytics:** \$2,000 per location
- **10-Year Warranty:** \$12,500 per location
- **Total Cost per Location (Including 10-Year Warranty): \$37,500**

This pricing applies to 100+ locations in Nashville. SLTS will not have any markup on this pricing, and I will be discounting my margin to ensure that SLTS maintains the proposed pricing.

Please let me know if you have any questions or need further clarification.

Michael G. Montoya
National Account Executive ITS
Mobile: 831.902.1950
michael.montoya@ouster.io



OUSTER

To: **Derek Hagerty, PE**
Assistant Chief, Transportation Systems Management
Nashville DOT& Multimodal Infrastructure (NDOT)
750 S 5th Street
Nashville, TN 37206

October 15, 2024

Dear Mr. Hagerty,

I am writing to you on behalf of Ouster, Inc. headquartered at 350 Treat Ave. in San Francisco, CA.

Ouster is the developer and manufacturer of the BlueCity solution.

Ouster's Blue City solution is the only available digital 3D lidar-based multimodal, one-stop-shop turnkey solution that provides detection, full safety and traffic performance analytics, traffic control and data for Vehicle-to-Everything (V2X) systems with an open API platform. Uniquely positioned as the only lidar vendor with NDAA compliance, Buy America Buy American certification and a system-level NEMA TS2 Certification for our BlueCity ITS solution.

Ouster's Blue City solution includes these additional unique features:

- Accurate detection of all road-users in all weather and lighting conditions thanks to the advanced and high resolution Ouster lidars.
- 3D digital lidars with IP68/69K rating and 360° horizontal field-of-view.
- Advanced Safety Analytics, including detection of: near-miss events, out-of-crosswalk pedestrians, red light runners, speed violation, over-height vehicles and wrong-way driving.
- Accurate counting data and advanced traffic system performance measures available in real-time and historically from the Blue City dashboard or via APIs
- Easily configurable virtual loops for multi-modal detection at the intersection with integration to all traffic controllers
- Pre-integrated with RSUs for V2X safety functionality
- Easy installation with the Ouster designed mounting accessories on pole with remote configuration and setup capabilities

We would like to certify that Southern Lighting and Traffic Systems, headquartered in Cummings, GA, and with offices located at 1031 Elm Hill Pike, Nashville, Tennessee - is the exclusive distributor of the BlueCity solution in the state of Tennessee.

Wishing you best Regards,

Itai Dadon
VP, Smart Infrastructure

Itai Dadon

Ouster.com
350 Treat Ave
San Francisco, CA 94110



Sole Source Review

Reviewed By:	Zak Kelley		
Received for Review:	02/25/2025	Reviewed:	03/13/2025
Recommendation:	Approve for Contract – 60 months	Department:	NDOT
Supplier:	CDK Enterprises dba Southern Lighting & Traffic Systems	Pricing:	\$6,000,000.00
Description:	Ouster dual lidar system and blue city analytics	Method:	Contract
Council Approval	Yes		

Procurement Code: MC 4.12.060

Procurement Regulations: R4.12.060.02 – Requirement Available from Single Supplier

Department Justification: See request.

Review: Under section R4.12.060.05 of the procurement regulations, a contract may be awarded without competition when the requirement is available from a single supplier.

This is a request to sole source an Ouster Dual Lidar System and Ouster Blue City Analytics from the named supplier. This product will be utilized as part of the phase 2 implementation of a USDOT grant. That grant was approved by BL 2024-723 and names Ouster as the provider for this product. The manufacturer (Ouster) confirms via letter that the named supplier is the exclusive distributor of this product. Per the terms of the grant, only a single supplier is acceptable.

A sole source is recommended pursuant to R4.12.060.02.

Certificate Of Completion

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Status: Sent

Subject: Metro Contract 6599268 with CDK Enterprises, LLC dba Southern Lighting & Traffic Systems (NDOT)

Source Envelope:

Document Pages: 30

Signatures: 11

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Procurement Resource Group

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Nashville, TN 37219

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Pool: Metropolitan Government of Nashville and
Davidson County

Location: Docusign

Signer Events

Signature

Timestamp

Zak Kelley

Zak.Kelley@Nashville.gov

Finance Manager

Metro Nashville Government

Security Level: Email, Account Authentication
(None)

Signature Adoption: Uploaded Signature Image
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Electronic Record and Signature Disclosure:

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Kristin C. Kumrow

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Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
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Signed: 10/6/2025 9:12:07 AM

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ID: 641163fa-740c-4c99-a84b-9c9f56cbcb41

Greg McClarin

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Security Level: Email, Account Authentication
(None)

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

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Electronic Record and Signature Disclosure:

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ID: e72de96f-b648-4e14-95ff-b2ab28df3936

Craig Carrow

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Vice President

SLTS

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Signature Adoption: Pre-selected Style
Using IP Address: 12.14.205.82

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Signed: 10/6/2025 1:47:18 PM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 10/6/2025 1:45:51 PM ID: 1505f7ed-a30f-4163-b69d-97bd2dff3fe4		
Zak Kelley zak.kelley@nashville.gov Finance Manager Metro Nashville Government Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 170.190.198.185	Sent: 10/6/2025 1:47:24 PM Viewed: 10/6/2025 2:39:18 PM Signed: 10/6/2025 2:40:02 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Diana Alarcon diana.alarcon@nashville.gov Director Metro Nashville Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 2607:fb90:2328:5126:4df9:8ff4:5ef9:edc7 Signed using mobile	Sent: 10/6/2025 2:40:06 PM Viewed: 10/6/2025 5:12:20 PM Signed: 10/6/2025 5:12:34 PM
Electronic Record and Signature Disclosure: Accepted: 10/6/2025 5:12:20 PM ID: 5d1abb30-8fa5-472c-ab37-855d40b56b46		
Jenneen Reed/MAL michelle.Lane@nashville.gov Deputy Director of Finance Metro Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 104.176.252.12 Signed using mobile	Sent: 10/6/2025 5:12:38 PM Viewed: 10/7/2025 7:17:05 PM Signed: 10/7/2025 7:17:33 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Jenneen Reed/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 10/7/2025 7:17:37 PM Viewed: 10/7/2025 10:54:40 PM Signed: 10/7/2025 10:56:11 PM
Electronic Record and Signature Disclosure: Accepted: 10/7/2025 10:54:40 PM ID: 12282995-b0c1-40c3-968f-6e4ff1a800cb		
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	Completed Using IP Address: 170.190.198.185	Sent: 10/7/2025 10:56:15 PM Viewed: 10/8/2025 8:45:46 AM Signed: 10/9/2025 5:08:48 PM
Electronic Record and Signature Disclosure: Accepted: 10/9/2025 5:04:25 PM ID: 116732ed-345b-4268-a439-16020345bc03		
Balogun Cobb balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 10/9/2025 5:08:52 PM Viewed: 10/10/2025 8:52:01 AM Signed: 10/10/2025 8:52:17 AM
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Signer Events	Signature	Timestamp
Accepted: 10/10/2025 8:52:01 AM ID: 746ca701-59be-4197-ae38-5ecb96d235e4		
Phylinda Ramsey phylinda.ramsey@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 10/10/2025 8:52:21 AM Viewed: 10/10/2025 8:53:47 AM Signed: 10/10/2025 8:53:58 AM

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Accepted: 10/10/2025 8:53:47 AM
ID: bf81c68d-f60b-47d0-bb23-0d3d55e8bb8a

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

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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
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Terri L. Ray
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Finance Manager
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Jeremy Frye
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Accepted: 9/3/2025 1:19:29 PM
ID: c8b64a03-4037-4339-96c4-10f36c46343a

Aaron Cushman
Aaron.Cushman@nashville.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 2/13/2025 4:50:17 AM
ID: 98bf80f8-b302-444e-856c-db34dc554909

Carbon Copy Events	Status	Timestamp
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/9/2025 8:31:01 AM ID: 597ee431-ad29-4976-98f6-e7841e1555c5		
Terri Ray terri.ray@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Gary Clay gary.clay@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Kristi Schnell kristi.schnell@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/22/2025 3:05:32 PM ID: f508629b-fb39-417e-be24-49c16aff66bc		
Alla Cross alla.cross@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/6/2025 8:35:46 AM
Payment Events	Status	Timestamps
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