

# Contract Abstract

## Contract Information

Contract & Solicitation Title: **Robotic Mowers with Software**

Contract Summary: **Contractor to provide equipment , equipment services and software for robotic mowers.**

Contract Number: **6574441** Solicitation Number: **373401** Requisition Number: **4096238**

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: **01/30/2025** Estimated Expiration Date: **01/29/2030** Contract Term: **60 Months**

Estimated Contract Life Value: **\$2,000,000.00** Fund:\* **10101** BU:\* **40101210**

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

Payment Terms: **Net 15** Selection Method: **RFP**

Procurement Staff: **Scott Ferguson** BAO Staff: **Christopher Wood**

Procuring Department: **Parks** Department(s) Served: **Metro**

## Prime Contractor Information

Prime Contracting Firm: **My Goat Inc** ISN#: **1010390**

Address: **4007 Hillsboro Pike** City: **Nashville** State: **TN** Zip: **37215**

Prime Contractor is a **Certified/Approved**: SBE ☒ SDV ☐ MBE ☐ WBE ☐ LGBTBE ☐ (select/check if applicable)

Prime Company Contact: **Neil Amrhein** Email Address: **neil@mygoat.co** Phone #: **615-429-1995**

**Prime Contractor Signatory:** **Neil Amrhein** **Email Address:** **neil@mygoat.co**

## Business Participation for Entire Contract

*Small Business and Service Disabled Veteran Business Program:* **SBE/SDV Participation**

Amount: **\$2,000,000.00** Percent, if applicable: **100**

*Equal Business Opportunity (EBO) Program:* **Program Not Applicable**

MBE Amount:  MBE Percent, if applicable:

WBE Amount:  WBE Percent, if applicable:

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

Amount:  Percent, if applicable:

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): **Yes**

## Summary of Offer

Offeror Name	MBE	WBE	SBE	SDV	LGBTBE	Score	Evaluated Cost	Result
My Goat, Inc			X			95.00	\$ 834,852.77	Awarded
Site One Landscape Supply LLC						53.00	\$ 1,254,300.00	Evaluated but not selected

## 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 **My Goat, Inc. (CONTRACTOR)** located at **4007 Hillsboro Pike, Nashville, TN 37215**. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
  - *Exhibit A - Subscription Agreement*
  - *Exhibit B - Pricing and Rates*
  - *Exhibit C -ISA Terms and Conditions*
- *The solicitation documentation for RFQ# 373401 and affidavit(s) (all made a part of this contract by reference),*
- *Purchase Orders (and PO Changes),*
- *CONTRACTOR's response to the solicitation,*

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 the goods and/or services as fully defined in the solicitation and as outlined in Exhibit A – Subscription Agreement.

#### 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. 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 \$2,000,000.00. The pricing details are included in Exhibit B 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 B 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 submit invoices for payment in a format acceptable to METRO and shall submit invoices no more frequently than monthly for satisfactorily and accurately performed services. CONTRACTOR shall be paid as work is completed and invoices are approved by METRO. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation as required by METRO. CONTRACTOR shall submit all invoices no later than ninety (90) days after the services have been delivered/performed.

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

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

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

### **5. TERMINATION**

#### **5.1. Breach**

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

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

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

#### **5.3. Notice**

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

## 6. NONDISCRIMINATION

### 6.1. METRO's Nondiscrimination Policy

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

### 6.2. Nondiscrimination Requirement

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

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

The Equal Business Opportunity (EBO) Program is not 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

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

**7.2. Products Liability Insurance**

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

**7.3. Professional Liability Insurance**

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

**7.4. Automobile Liability Insurance**

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

**7.5. General Liability Insurance**

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

**7.6. 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.

**7.7. Technological Errors and Omissions Insurance**

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

**7.8. Such insurance shall:**

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

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

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

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

## 7.9. Other Insurance Requirements

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

**PROCUREMENTCOI@NASHVILLE.GOV**

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

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

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

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

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

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

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

## 8. GENERAL TERMS AND CONDITONS

### 8.1. Taxes

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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

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maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

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

#### **8.10. Monitoring**

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

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

#### **8.11. METRO Property**

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

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the

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

**8.12. Modification of Contract**

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

**8.13. Partnership/Joint Venture**

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

**8.14. Waiver**

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

**8.15. Employment**

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

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

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

**8.16. Compliance with Laws**

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

**8.17. Iran Divestment Act**

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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

Contract Purchase Agreement 6574441

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'S PURCHASING AGENT**

**PROCUREMENT DIVISION**

**DEPARTMENT OF FINANCE**

**PO BOX 196300**

**NASHVILLE, TN 37219-6300**

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

**8.24. 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 maintained in the courts of Davidson County, Tennessee.

**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.

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**Notices & Designations**  
**Department & Project Manager**

<b>Contract Number</b>	6574441
------------------------	---------

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

<b>DEPARTMENT</b>	Parks & Recreation
<b>Attention</b>	Mark Watkins
<b>Address</b>	511 Oman st Nashville, TN 37203
<b>Telephone</b>	615-862-8400
<b>Email</b>	Mark.watkins@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:

<b>Project Manager</b>	Terry Vanderpool
<b>Title</b>	District Supervisor
<b>Address</b>	511 Oman st Nashville, TN 37203
<b>Telephone</b>	615-504-7790
<b>Email</b>	Terry.vanderpool@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](mailto: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](mailto: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](mailto: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](mailto: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: **6574441**

**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: **My Goat Inc**

Attention: **Neil Amrhein**

Address: **4007 Hillsboro Pike, Nashville, TN 37215**

Telephone: **615-429-1995**

Fax:

E-mail: **neil@mygoat.co**

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: **My Goat Inc**

Attention: **Neil Amrhein**

Address: **4007 Hillsboro Pike, Nashville, TN 37215**

Email: **neil@mygoat.co**

**[SPACE INTENTIONALLY LEFT BLANK]**

Contract Number 6574441

**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:**

Monique Horton Odom CO  
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

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

Dennis Rowland Sec  
Purchasing Agent Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Jenneen Reed/Mdl DH  
Director of Finance BA

**APPROVED AS TO FORM AND LEGALITY:**

Macy Amos B  
Metropolitan Attorney Insurance

**FILED BY THE METROPOLITAN CLERK:**

Metropolitan Clerk Date

**CONTRACTOR:**

My Goat, Inc  
Company Name

Neil A Amrhein NAA  
Signature of Company's Contracting Officer

Neil A Amrhein  
Officer's Name

CEO - Founder  
Officer's Title

## Exhibit A - Subscription Agreement

### MY GOAT SUBSCRIPTION AGREEMENT

THIS MY GOAT SUBSCRIPTION AGREEMENT (“Agreement”) dated as of July 2024, is entered into by and between **My Goat, Inc.** (“My Goat”), a Tennessee corporation, and METRO.

#### RECITALS

WHEREAS, My Goat installs robotic auto mowers (each a “Goat”) and operates a software technology platform allowing customers to utilize, optimize and manage the Goats for its customer’s lawn care needs (the platform and related mobile applications referred to as the “My Goat Platform”); and

WHEREAS, Client desires for My Goat to install the Goats at locations to be agreed to by the parties and to provide Client with access to the My Goat Platform in order for Client to manage the operation of the Goats.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and My Goat agree as follows:

#### 1. Installation of Goats

1.1 Proposal. My Goat and Client may from time-to-time execute a Proposal which shall be dated, signed by the parties, and attached as an Appendix to this Agreement (“Proposal”). Such Proposal shall list the location where the Goats will be installed (the “Site”), the number of Goats to be installed, the location of the Goat Pen (as later defined), the installation schedule, the Installation Fees (\$1,180 one-time per Pen), Monthly lease for a solar Goat shed to charge Goats (\$183 per solar Goat shed per month) and the Monthly Goat Fee (\$593 per Goat per month) schedule for Client’s use of the services, the Monthly Fee commencement date, and any other matters agreed to by the parties.

1.2 Performance of Installation. My Goat agrees to perform the installation of the Goats at the Site as set forth in the executed applicable Proposal. The installation services provided by the My Goat under a Proposal shall be performed in a good and workmanlike manner and in strict accordance with all applicable local, state and federal laws and codes, all specifications and policies applicable or related to the Goats and the requirements and provisions set forth in such Proposal.

1.3 Materials and Labor. My Goat agrees to furnish the materials, tools, equipment, supplies and the consulting field services necessary to perform the successful installation and adoption of My Goat services described in the applicable Proposal and in accordance with applicable local, state and federal laws and codes and Client shall perform all labor involved with the installation for the equipment assigned to Client under the Proposal.

#### 2. Operation of Goats

2.1 Initial Training. Included in the Installation Fee, My Goat shall provide a one time initial training to Client's staff regarding the operation, general maintenance and monitoring of the Goats along with how to use the My Goat Platform. Client and My Goat will agree on the time and place of the initial training which shall occur no later than ten (10) days after the installation of the Goats.

2.2 Client's Operation of Goats. Upon the completion of the initial training, Client and its staff shall be solely responsible for the operation, general maintenance and monitoring of the Goats and for determining the frequency of such operations through the My Goat Platform.

2.3 Additional Training. In the event that Client's staff requires additional training regarding the operation, general maintenance or monitoring of the Goats, such additional training may be requested by Client and scheduled with My Goat. Clients may request one (1) additional training at no additional charge or fee. Additional training thereafter shall be subject to a separate training fee which shall be payable to My Goat by Client prior to training.

### **3. Compensation**

3.1 Installation Fee. Client shall pay My Goat a one time installation fee for the installation of the Goats as set forth in the applicable Proposal ("Installation Fee"). The Installation Fee shall be due at the time this Agreement is executed and in the event that Client fails to pay the Installation Fee when due, My Goat may: (a) delay the installation of the Goats until payment is received; and/or (b) terminate this Agreement upon written notice to Client with no further obligation to Client under this Agreement.

3.2 Monthly Fee. For the use of the My Goat services, Client shall pay to My Goat the monthly fee set forth in the applicable Proposal ("Monthly Fee") except that Client will not pay a fee during the Initial Trial Period. The Monthly fee shall commence the earliest of: (a) the installation of the Goats; or (b) the Monthly Fee commencement date set forth in the Proposal. The Monthly Fee shall be due and payable on the first of each month during the Term of this Agreement as invoiced by My Goat. In the event that Client fails to pay Monthly Fee when due, Client shall be deemed to have breached this Agreement, and Client agrees that My Goat may cease performance under the applicable Proposal or this Agreement, which shall include deactivating the Goats, until My Goat receives payment and/or My Goat may terminate this Agreement as set forth in Section 4.3 below.

### **4. Term and Termination**

4.1 Term. Unless a shorter term is set forth in the applicable Proposal, the term of each Proposal shall be for a period of thirty-six (36) months ("Initial Term") and upon the completion of the Initial Term shall automatically renew for a period of one (1) year unless terminated by a party upon ninety (90) days' written notice prior to the renewal of the applicable term. Upon the completion of the renewal term each Proposal shall continue to

renew for subsequent renewal terms of one (1) year until terminated by a party as set forth above (For this Agreement the "Term" shall be any period of time where a Proposal is in effect). The parties agree that each Proposal shall have its own term.

4.2 Decrease in Fees. Unless otherwise agreed by the parties, the Monthly Fee under a Proposal shall automatically decrease by two percent (2%) upon the completion of the last year of the Initial Term. In addition, if automatically renewed, the Monthly Fee shall automatically decrease by four percent (4%) upon the commencement of the first one (1) year renewal term and shall automatically decrease by five percent (5%) upon commencement of the second (2) year renewal term. There shall be no other fee changes unless agreed in writing by the parties.

4.3 Termination for Nonpayment. In the event that Client fails to pay any amount when due under this Agreement, My Goat may terminate a Proposal or this Agreement upon written notice to Client. Upon termination under this Section, My Goat shall retain the Installation Fee and all Monthly Fees due for the remainder of the applicable Term under any terminated Proposal shall accelerate and shall become immediately due.

4.4 Termination for Breach. Except for Client's failure to pay, upon the breach of a party and without limiting any other rights or remedies that either party may have in law or otherwise, either party may terminate this Agreement if the other party fails to perform any of its material obligations under this Agreement; provided that: (a) the non-breaching party sends written notice to the breaching party describing in reasonable detail the breach and stating its intention to terminate this Agreement unless such breach is cured, and (b) the breaching party does not cure the breach within thirty (30) days following its receipt of such notice. If My Goat is the terminating party under this Section, My Goat shall retain the Installation Fee and all Monthly Fees due for the remainder of the Term under the applicable Proposal shall accelerate and shall become immediately due.

4.5 Effect of Termination. Upon the expiration or termination of this Agreement for any reason, My Goat shall terminate its services under this Agreement and My Goat shall take possession of the My Goat Equipment set forth in Section 5.2 below.

## **5. My Goat Equipment**

5.1 Goat Pen. As part of the installation, My Goat will install a perimeter wire/GPS map around the Site as set forth in the Proposal ("referred to as a "Goat Pen"). My Goat assumes no liability or responsibility for the Goat Pen (other than for proper installation as provided or contemplated by all applicable local, state and federal laws and codes, all specifications and policies applicable or related to the Goat Pen and the requirements and provisions set forth in such Proposal. Unless a Goat Pen is damaged due to action or inaction of My Goat, Client will be responsible for repairing the Goat Pen by hiring a third party or My Goat (at My Goat's standard rates) to repair the Goat Pen. My Goat shall not be responsible for the failure of a Goat to cut the grass at the Site in the event that the Goat Pen is damaged (other than due to the action or inaction of My Goat. Upon termination of this Agreement, Client agrees

and acknowledges that the Goat Pen shall remain at the Site and that My Goat shall not be obligated to remove the Goat Pen.

5.2 Return of the Goats. Client agrees and acknowledges that the Goats, their docking stations, power cables, and power supplies are the sole property of My Goat (“My Goat Equipment”), and upon termination of this Agreement, Client agrees that My Goat shall be permitted to remove the My Goat Equipment from the Site. In the event that Client fails to allow My Goat to take possession of the My Goat Equipment or the My Goat Equipment is missing; My Goat may charge Client the full replacement cost of the equipment.

5.3 Damage to the My Goat Equipment. Client further agrees that Client will not, nor shall Client permit any visitors, guests, or other third-party invitees, to remove, lift, misuse, interfere with, abuse, or otherwise damage the My Goat Equipment. To the extent that any damage is not covered by a manufacturer’s warranty or insurance or caused by My Goat, Client hereby assumes and shall bear the entire risk of loss and damage to the My Goat Equipment regardless of cause.

5.4 Failure of the Goat. Client agrees and acknowledges that in event that the Goat fails to cut the grass at the Site due to a malfunction which is not due to Client’s actions or the actions of Client’s visitors, guests, or other third-party invitees, Client will be required to notify My Goat of such failure through the My Goat Platform. Upon notice to My Goat, My Goat shall have 7 business days to repair or replace the malfunctioning Goat, and My Goat shall not be responsible for any delay in services caused by such malfunction unless My Goat fails to respond with seventy-two (72) hours of notice.

5.5 Right to Exchange Equipment. Client agrees that My Goat has not guaranteed any specific type of equipment or brand of equipment to Client and that My Goat reserves the right to replace or exchange any Goat or other My Goat Equipment at any time and for any reason in its sole discretion.

5.6 Right to Access Site. Client agrees and acknowledges that My Goat shall have the right to access the Site, on prior written notice to Client, in order for My Goat to perform its obligations under this Agreement, including but not limited to: (a) examine the condition of the My Goat Equipment; (b) repair the My Goat Equipment; and (c) replace or exchange the My Goat Equipment.

## **6. Intellectual Property**

6.1 My Goat’s Intellectual Property Rights. Client shall not make any claim to any and all rights, title and interest in and to the My Goat Platform, the My Goat proprietary software management tool, the My Goat service marks, the My Goat process, and the My Goat services, including all related Intellectual Property Rights. All rights not expressly granted to Clients are reserved by My Goat. For this Agreement, “Intellectual Property Rights” means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, moral rights, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world. My Goat represents and warrants that the Intellectual Property does not

violate or in any way or infringe upon the rights of third parties, including without limitation any property, contractual, employment, trade secrets, proprietary information, and nondisclosure rights, or any trademark or copyright.

6.2 Client Feedback. Client hereby grants to My Goat a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully paid-up license to use, modify and incorporate Client's Feedback regarding My Goat's services and to further market, distribute and sell the services with Client's Feedback incorporated therein. For this Agreement, "Feedback" means comments, and suggestions for improvements relating to My Goat's Services provided by Client to My Goat.

6.3 No Reverse Engineering. Client acknowledges that the My Goat Platform constitutes and contains valuable trade secrets of My Goat and its licensors, and, in order to protect such trade secrets and other interests, Client agrees not to, and shall not permit any user to: (a) disassemble, decompile or reverse engineer the My Goat Platform; (b) distribute, sell, transfer, encumber, sublicense, rent, loan, lend, or lease the My Goat Platform or any component thereof to any third party; or (c) create derivative works of the My Goat Platform or create a platform similar to the My Goat Platform.

## **7. Safety and Legal Compliance**

7.1 Jobsite Rules. While at Client's Site, My Goat shall comply with Client's jobsite working conditions, standard safety requirements and with all applicable local, state and federal laws, codes, ordinances, rules, regulations and lawful orders of any public authority for the safety of persons or property which apply to Client or the Site. My Goat shall, at Client's reasonable request, discharge any incompetent or undesirable resources of My Goat from the Site.

7.2 Compliance with Laws. My Goat shall comply with all local, state and federal laws, codes, ordinances, rules and regulations effective where the services are to be performed and shall pay all costs and expenses connected with such compliance, pay all fees and taxes concerning its services.

## **8. Insurance**

My Goat shall obtain, maintain and carry Commercial General Liability insurance covering all operations by or on behalf of My Goat arising out of or connected with this Agreement with limits of not less than \$1,000,000 per occurrence or per claim and \$2,000,000 in the annual aggregate alone. Such insurance shall provide coverage for bodily injury, property damage, personal injury and advertising injury (as those terms are defined by Commercial General Liability insurance policies), contractual liability (for bodily injury, property damage, personal injury and advertising injury), and cross liability and products liability. The insurance policy(ies) shall name Client as an additional insured and provide



that client will receive written notice thirty (30) days in advance of any cancellations or material changes of said insurance coverage. My Goat shall, upon execution of this Agreement, furnish Client with certificates evidencing the existence of such coverage. Such insurance will be provided by an insurance company with an "A" rating or better.

## **9. Indemnification**

Intentionally Omitted.

## **10. Disclaimer of Warranties**

CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT THE USE OF THE GOATS, MY GOATS' SERVICES AND THE MY GOAT PLATFORM IS AT CLIENT'S SOLE RISK. EXCEPT AS SET FORTH IN THIS AGREEMENT, A PROPOSAL, OR AS COVERED UNDER A MANUFACTURER'S WARRANTY, THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. MY GOAT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MY GOAT MAKES NO PROMISES REGARDING RESULTS OF USING THE SERVICES AND MY GOAT MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR VIRUS FREE. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, SO SUCH DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## **11. Limitation of Liability**

TO THE EXTENT ALLOWED BY THE LAWS OF TENNESSEE CLIENT AGREES THAT MY GOAT, ITS OWNERS, OFFICERS, AND EMPLOYEES SHALL IN NO WAY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER ARISING OUT OF THIS AGREEMENT, EVEN IF MY GOAT WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

## **12. Independent Contractor**

My Goat hereby represents that it is an independent contractor and that the relationship between Client and My Goat created by this Agreement is an independent contractor relationship. The parties agree that neither party shall be deemed to be the legal representative of the other. It is expressly agreed that this Agreement and the relationship between Client and My Goat hereby established does not constitute a partnership, joint venture, agency or contract of employment between them.

## **13. Assignment**

Neither party shall assign any rights or obligations under this Agreement without the prior written consent of the other party.

#### **14. Entire Agreement**

Intentionally Omitted. **15. Notice**

All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person or by registered or certified mail, to each other party as follows:

If to My Goat:           My Goat, Inc.  
                                  Attention : Neil Amrhein

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

If to Client: \_\_\_\_\_

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

or to such other address as the person to whom notice is given may have previously furnished to the others in writing in the manner set forth above.

#### **16. Disputes and Governing Law**

This Agreement, and all services contemplated under this Agreement and the Proposal shall be governed by, construed and enforced in accordance with the laws of the State of Tennessee, and any litigation regarding or concerning this Agreement and the Proposal shall be brought in a court located in Davidson County, Tennessee.

#### **17. Collection and Attorneys' Fees**

Intentionally Omitted.

#### **18. Invalidity of Sections**

Should any one or more parts of this Agreement or any other instrument comprising this Agreement, be declared invalid by any court, or administrative or regulatory body of competent jurisdiction for any reason, such decision shall not affect the validity of any remaining portions which shall remain in full force and effect as if this Agreement had been executed with the invalid part(s) thereof eliminated.

## 19. Waiver

The failure of either party to enforce any provisions of this Agreement, or the waiver by either party of any default, shall not operate a waiver of subsequent defaults, and all rights of each party shall continue notwithstanding one or more such failures or waivers. At any and all times, Client and My Goat may exercise all of their respective rights hereunder, and in addition to all legal and equitable remedies.

## 20. Force Majeure

If My Goat is delayed at any time in progress of the services by changes ordered in the services, or by any contingency beyond My Goat's reasonable control including, without limitation, labor disputes, fire, acts of God, acts of any government or any agency or subdivision thereof or unusual delay in deliveries, the services schedule shall be extended for such reasonable time as the Client may determine.

## 21. Section and Other Headings

The sections and other headings contained in this agreement are for reference purposes only and shall not affect the interpretation or meaning of this Agreement.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date set forth above

**MY GOAT, INC.**

**CLIENT NAME**

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

Title:

Title:

Exhibit B - Pricing and Rates			
Item Number	Description	Unit of Measure	Price
1	<b>Implementation Costs</b> - including configuration, startup and initial admin and user training for each unit. This cost includes the costs associated with exportation of data from the current system nd the import into the proposed system. Also include the cost to create, test and install the required interfaces defined in the RFQ.	Each	\$ 1,180.00
2	<b>Robotic Low Cut Mowers that can mow from .5 inches to 1.5 inches</b>	Cost Per Month	\$ 593.00
3	<b>Solar Charging Units</b>	Cost Per Month	\$ 183.00

**Note #1:** - Escalation/De-escalation will be a guaranteed escalating discount of -8.5% per year as outlined in the Agreement

**SECTION A-1****General Terms and Conditions**

- 1 Safeguards.** In addition to the controls specified in the exhibits to this Agreement, Contractor agrees to implement administrative, physical, and technical safeguards to protect the availability, confidentiality and integrity of Metropolitan Government of Nashville and Davison County (Metro Government) Information, information technology assets and services. All such safeguards shall be in accordance with industry-wide best security practices and commensurate with the importance of the information being protected, but in no event less protective than those safeguards that Contractor uses to protect its own information or information of similar importance, or is required by applicable federal or state law.
- 2 Inventory.** Contractor agrees to maintain at all times during the Term of this Agreement a Product and Service Inventory. Contractor shall upon request of Metro Government, which shall be no more frequently than semi-annually, provide the current Product and Service Inventory to Metro Government within thirty (30) days of the request. This Inventory reflects all products and services the Contractor offers under this Agreement, including, but not limited to, any currently consumed by Metro Government. The form of this inventory can be a link to a site, if appropriate.
- 3 Connection of Systems or Devices to the Metro Government Network.** Contractor shall not place any systems or devices on the Metro Government Network without the prior written permission of the Director of ITS, designee, or the designated Metro Government contact for this Agreement.
- 4 Access Removal.** If granted access to Metro Government Network or systems, Contractor and its Agents shall only access those systems, applications or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass security controls. Notwithstanding anything to the contrary in the Purchasing Agreement or other agreement between Metro Government and Contractor, Metro Government at its sole discretion, may refuse granting access right to Metro Government Network or Sensitive Information to any Agent of Contractor, and may at any time remove access rights (whether physical premise access or system access) from Contractor or any Agents, without prior notice or liability to Contractor, if Metro Government reasonably suspects a security violation by Contractor or such Agent or otherwise deems such action appropriate to protect Metro Government Infrastructure, Metro Government Network or Metro Government Information.
- 5 Subcontracting/Outsourcing.**
  - 5.1 Prior Approval.** Without Metro Government's prior written consent, Contractor may not subcontract with a third party to perform any of its obligations to Metro Government which involves access to Metro Government Information or connection to Metro Government Network. Nor shall Contractor outsource any Contractor infrastructure (physical or virtual) which Stores Sensitive Information without such consent. To obtain Metro Government's consent, Contractor shall contact the Metro Government ITS department. In addition, Metro Government may withdraw any prior consent if Metro Government reasonably suspect a violation by the subcontractor or outsource provider of this Agreement, or otherwise deems such withdraw necessary or appropriate to protect Metro Government Network, Metro Government Infrastructure or Metro Government Information.
  - 5.2 Subcontractor Confidentiality.** Contractor Agents are bound by the same confidentiality obligations set forth in this Agreement. Contractor or its Agent may not transfer, provide access to or otherwise make available Metro Government Information to any individual or entity outside of the United States (even within its own organization) without the prior written consent of Metro Government. To obtain such consent, Contractor shall send Metro Government a notice detailing the type of information to be disclosed, the purpose of the disclosure, the recipient's identification and location, and other information required by Metro Government.
  - 5.3 Contractor Responsibility.** Prior to subcontracting or outsourcing any Contractor's obligations to Metro Government, Contractor shall enter into a binding agreement with its subcontractor or outsource service provider ("Third Party Agreement") which (a) prohibits such third party to further subcontract any of its obligations, (b) contains provisions no less protective to Metro Government Network, Metro Government Infrastructure and/or Metro Government Information than those in this Agreement, and (c) expressly provides Metro Government the right to audit such subcontractor or outsource service provider to the same extent that Metro Government may audit Contractor under this Agreement. Contractor warrants that the Third Party Agreement will be enforceable by Metro Government in the U.S. against the subcontractor or outsource

provider (e.g., as an intended third party beneficiary under the Third Party Agreement). Without limiting any other rights of Metro Government in this Agreement, Contractor remains fully responsible and liable for the acts or omissions of its Agents. In the event of an unauthorized disclosure or use of Sensitive Information by its Agent, Contractor shall, at its own expense, provide assistance and cooperate fully with Metro Government to mitigate the damages to Metro Government and prevent further use or disclosure.

- 6 **Technological Errors and Omissions Insurance.** Contractor will carry Technological Errors and Omissions Liability insurance in the amount of one million (\$1,000,000.00) dollars. This is in addition to any other insurance requirement identified.

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

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

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

## **SECTION DEV**

### **Development**

- 1 Source Code License/Source Code Escrow.** Source code is to be provided to either Metro Government or an escrow agent as a deliverable of any software development project or any other projects which requires code to be created as a deliverable and after any updates to code. Contractor must provide proof that all source code provided to Metro Government or to escrow agent is complete, up to date and includes all components necessary to function in production environment. Said source code shall be considered the Confidential Information of Contractor or its successor and Metro Government may only use, copy and/or modify the source code consistent with the purposes of this agreement.

  - 1.1 Source Code License.** Contractor agrees to provide Metro Government a source code license and will provide, as part of deliverable, source code that is developed as part of this contract, including any customizations. Source code to be provided in an agreed upon media and will be provided within 30 days after any updates. Any third party libraries used in the development of the software will also be included. Documentation provided must be sufficient for a developer versed in the applicable programming language to fully understand source code.
  - 1.2 Source Code Escrow.** In the event that (i) Contractor becomes insolvent or bankrupt, (ii) Contractor makes an assignment for the benefit of creditors, (iii) Contractor consents to a trustee or receiver appointment, (iv) a trustee or receiver is appointed for Contractor or for a substantial part of its property without its consent, (v) Contractor voluntarily initiates bankruptcy, insolvency, or reorganization proceedings, or is the subject of involuntary bankruptcy, insolvency, or reorganization proceedings, or (vi) Contractor announces that it has entered into an agreement to be acquired by a then named Competitor, then Contractor will negotiate in good faith to enter into a source code escrow agreement with a mutually agreed source code escrow company setting forth source code escrow deposit procedures and source code release procedures relating to the software provided as part of this contract. Notwithstanding the foregoing, the escrow instructions shall provide for a release of the source code to Metro Government only upon the occurrence of (a) the filing of a Chapter 7 bankruptcy petition by Contractor, or a petition by Contractor to convert a Chapter 11 filing to a Chapter 7 filing; (b) the cessation of business operations by Contractor; or (c) the failure on the part of Contractor to comply with its contractual obligations to Metro Government to comply with its maintenance and support obligations for a period of more than thirty (30) days after it has received written notice of said breach. In the event of a release of source code pursuant to this section, said source code shall continue to be the Confidential Information of Contractor or its successor in interest. In the event of a release of source code to Metro Government from escrow, Metro Government may only use, copy and/or modify the source code consistent with the purposes of this agreement (or have a contractor who has agreed in writing to confidentiality provisions as restrictive as those set forth in this Agreement do so on its behalf).
- 2 Mobile Applications Security.** Contractor shall have the ability/expertise to develop secure mobile applications. Specifically, an awareness of secure mobile application development standards, such as OWASP's Mobile Security project. Development should be able to meet at a minimum OWASP's MASVS-L1 security standard or a similar set of baseline security standards as agreed upon by Metro Government.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2024

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

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

<b>PRODUCER</b> Martin & Zeffoss, Inc. 6730 Charlotte Pike Nashville TN 37209	<b>CONTACT</b> NAME: Brook Howard PHONE (A/C, No, Ext): 615-297-8500 E-MAIL ADDRESS: bhoward@martinzerfoss.com FAX (A/C, No): 615-269-7390
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> AUTO OWNERS INSURANCE	
<b>INSURER B:</b> Underwriters at Lloyds	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 766767494**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		03499549	1/14/2024	1/14/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5207351300	3/13/2024	3/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Tech E&O Professional Liability	Y		ESN0040175780	12/6/2024	12/6/2025	Limit \$1,000,000 Limit \$1,000,000

**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, its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement and automobile liability additional insured endorsement. RFQ/Contract Number 373401/6574441.

**CERTIFICATE HOLDER****CANCELLATION**

Purchasing Agent  
 Metropolitan Government of Nashville and Davidson  
 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

© 1988-2015 ACORD CORPORATION. All rights reserved.



## CONDITIONS

### 1. What you must do in the event of a claim or cyber incident

If any **senior executive officer** becomes aware of any incident which may reasonably be expected to give rise to a claim under this Policy **you** must:

- a. notify the **claims managers** as soon as is reasonably practicable (in respect of cyber incidents, a telephone call to **our cyber incident response hotline** will constitute notification). However, in respect of **INSURING CLAUSES 1 and 6 (SECTION G only)**, this notification must be made no later than the end of any applicable extended reporting period;
- b. in respect of **INSURING CLAUSE 4**, report the theft or incident as soon as is reasonably practicable to the appropriate law enforcement authorities and provide **us** with a copy of this report on **our** request; and
- c. not admit liability for or settle or make or promise any payment or incur any **costs and expenses** without **our** prior written agreement (which will not be unreasonably withheld).

In respect of **INSURING CLAUSES 1 and 6 (SECTION G only)**, if **you** notify an incident that **we** agree is reasonably expected to give rise to a **claim**, **we** will accept any **claim** that arises out of the incident as being notified under this Policy.

**We** require **you** to provide full details of the incident, including but not limited to:

- a. the time, place and nature of the incident;
- b. the manner in which **you** first became aware of this incident;
- c. the reasons why **you** believe that this incident could give rise to a claim under this Policy;
- d. the identity of the potential claimant; and
- e. an indication as to the size of the claim that could result from this incident.

In respect of **INSURING CLAUSES 2, 3, 4 and 5**, if **you** discover a **cyber event** **you** may only incur costs without **our** prior written consent within the first 72 hours following the discovery and any **third party** costs incurred must be with a company forming part of the **approved claims panel providers**. All other costs may only be incurred with the prior written consent of the **claims managers** (which will not be unreasonably withheld).

### 2. Additional insureds

**We** will indemnify any **third party** as an additional insured under this Policy, but only in respect of sums which they become legally obliged to pay (including liability for claimants'



costs and expenses) as a result of a **claim** arising solely out of an act committed by **you**, provided that:

- a. **you** contracted in writing to indemnify the **third party** for the **claim** prior to it first being made against them; and
- b. had the **claim** been made against **you**, then **you** would be entitled to indemnity under this Policy.

Before **we** indemnify any additional insured they must:

- a. prove to **us** that the **claim** arose solely out of an act committed by **you**; and
- b. fully comply with **CONDITION 1** as if they were **you**.

Where **we** indemnify a **third party** as an additional insured under this Policy, this Policy will be primary and non-contributory to the **third party's** own insurance, but only if **you** and the **third party** have entered into a contract that contains a provision requiring this.

Where a **third party** is treated as an additional insured as a result of this Condition, any **claim** made by that **third party** against **you** will be treated by **us** as if they were a **third party** and not as an insured.

### 3. Agreement to pay claims (duty to defend)

**We** have the right and duty to take control of and conduct in **your** name the investigation, settlement or defense of any **claim**. **We** will not have any duty to pay **costs and expenses** for any part of a **claim** that is not covered by this Policy.

**You** may ask the **claims managers** to consider appointing **your** own lawyer to defend the **claim** on **your** behalf and the **claims managers** may grant **your** request if they consider **your** lawyer is suitably qualified by experience, taking into account the subject matter of the **claim**, and the cost to provide a defense.

**We** will endeavor to settle any **claim** through negotiation, mediation or some other form of alternative dispute resolution and will pay on **your** behalf the amount **we** agree with the claimant. If **we** cannot settle using these means, **we** will pay the amount which **you** are found liable to pay either in court or through arbitration proceedings, subject to the **limit of liability**.

**We** will not settle any **claim** without **your** consent. If **you** refuse to provide **your** consent to a settlement recommended by **us** and elect to continue legal proceedings in connection with the **claim**, any further **costs and expenses** incurred will be paid by **you** and **us** on a proportional basis, with 50% payable by **us** and 50% payable by **you**. As a consequence of **your** refusal, **our** liability for the **claim**, excluding **costs and expenses**, will not be more than the amount for which the **claim** could have been settled.

55373 (5-17)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. Under SECTION II - WHO IS AN INSURED** is amended. The following provision is added. A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:
1. If required in a written contract or agreement; or
  2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.
- B. SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added. The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.
1. The following condition is added to **4. Other Insurance**.  
This insurance is primary for the Additional Insured, but only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.
  2. The following condition is added.  
**Other Additional Insured Coverage Issued By Us**  
If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2025

**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**  
Martin & Zeffoss, Inc.  
6730 Charlotte Pike  
Nashville TN 37209

CONTACT NAME: Brook Howard

PHONE (A/C, No, Ext): 615-297-8500

FAX (A/C, No): 615-269-7390

E-MAIL ADDRESS: bhoward@mzinsurance.com

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : AUTO OWNERS INSURANCE

18988

INSURER B : THE HARTFORD

29424

INSURER C : Underwriters at Lloyds

INSURER D :

INSURER E :

INSURER F :

**INSURED**  
My Goat Inc  
409 Shackelford Ct  
Nashville TN 37215

MYGOAT0-01

## COVERAGES

CERTIFICATE NUMBER: 525081334

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		03499549	1/14/2025	1/14/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5207351300	3/13/2024	3/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	20WECBN1W02	1/6/2025	1/6/2026	<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
C	Tech E&O Professional Liability	Y		ESN0040175780	12/6/2024	12/6/2025	Limit \$1,000,000 Limit \$1,000,000

## 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, its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement and automobile liability additional insured endorsement. RFQ/Contract Number 373401/6574441.

## CERTIFICATE HOLDER

Purchasing Agent  
Metropolitan Government of Nashville and Davidson  
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

© 1988-2015 ACORD CORPORATION. All rights reserved.



## CONDITIONS

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- b. in respect of **INSURING CLAUSE 4**, report the theft or incident as soon as is reasonably practicable to the appropriate law enforcement authorities and provide **us** with a copy of this report on **our** request; and
- c. not admit liability for or settle or make or promise any payment or incur any **costs and expenses** without **our** prior written agreement (which will not be unreasonably withheld).

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**We** will endeavor to settle any **claim** through negotiation, mediation or some other form of alternative dispute resolution and will pay on **your** behalf the amount **we** agree with the claimant. If **we** cannot settle using these means, **we** will pay the amount which **you** are found liable to pay either in court or through arbitration proceedings, subject to the **limit of liability**.

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55373 (5-17)

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## **BLANKET ADDITIONAL INSURED**

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- A. Under SECTION II - WHO IS AN INSURED** is amended. The following provision is added. A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:
1. If required in a written contract or agreement; or
  2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.
- B. SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added. The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.
1. The following condition is added to **4. Other Insurance**.  
This insurance is primary for the Additional Insured, but only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.
  2. The following condition is added.  
**Other Additional Insured Coverage Issued By Us**  
If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.



**Notice of Intent to Award**

Solicitation Number	373401	Award Date	6/11/2024   9:56 AM CDT
Solicitation Title	Robotic Mowers with Software		
Buyer Name	Scott Ferguson	Buyer Email	scott.ferguson@nashville.gov
BAO Rep	Christopher Wood	BAO Email	christopher.wood@nashville.gov

**Awarded Supplier(s)**

In reference to the above solicitation and contingent upon successful contract negotiation, it is the intent of the Metropolitan Government of Nashville and Davidson County to award to the following supplier(s):

Company Name	My Goat, Inc.	Company Contact	Janelle Nigrelli
Street Address	4007 Hillsboro Pike		
City	Nashville	State	TN
		Zipcode	37215

Company Name		Company Contact	
Street Address			
City		State	
		Zipcode	

Company Name		Company Contact	
Street Address			
City		State	
		Zipcode	

**Certificate of Insurance**

The awarded supplier(s) must submit a certificate of insurance (COI) indicating all applicable coverage required by the referenced solicitation. The COI should be emailed to the referenced buyer no more than 15 days after the referenced award date.

**Equal Business Opportunity Program**

Where applicable, the awarded supplier(s) must submit a signed copy of the letter of intent to perform for any and all minority-owned (MBE) or woman-owned (WBE) subcontractors included in the solicitation response. The letter(s) should be emailed to the referenced business assistance office (BAO) rep no more than two business days after the referenced award date.

☐ Yes, the EBO Program is applicable.

☒ No, the EBO Program is not applicable.

**Monthly Reporting**

Where applicable, the awarded supplier(s) will be required monthly to submit evidence of participation and payment to all small (SBE), minority-owned (MBE), women-owned (WBE), LGBT-owned (LGBTBE), and service disabled veteran owned (SDV) subcontractors. Sufficient evidence may include, but is not necessarily limited to copies of subcontracts, purchase orders, applications for payment, invoices, and cancelled checks.

Questions related to contract compliance may be directed to the referenced BAO rep.

☐ Yes, monthly reporting is applicable.

☒ No, monthly reporting is not applicable.

**Public Information and Records Retention**

Solicitation and award documentation are available upon request. Please email the referenced buyer to arrange.

A copy of this notice will be placed in the solicitation file and sent to all offerors.

**Right to Protest**

Per MCL 4.36.010 – 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.

DR Supervisor (Initial)

Dennis Rowland

Dennis Rowland  
Purchasing Agent & Chief Procurement Officer

RFQ# 373401 - Robotic Lawnmowers with Software		
Evaluation Criteria	My Goat, Inc.	Site One Landscape Supply LLC
Solicitation Acceptance	Yes	Yes
Contract Acceptance	Yes	Yes
ISA Questionnaire Completed and Terms Accepted	Yes	Yes
Methodology and Approach (30 Points)	30.00	20.00
Qualifications and Experience (35 Points)	30.00	10.00
Cost (35 Points)	35.00	23.00
<b>Totals</b>	<b>95.00</b>	<b>53.00</b>

### Strengths & Weaknesses

#### My Goat, Inc.

##### Methodology and Approach

**Strengths:** Firm's response addressed everything we requested in the RFP except for the weaknesses noted below.

**Weaknesses:** No weaknesses were noted.

##### Qualifications and Experience

**Strengths:** Firm's response addressed everything we requested in the RFP except for the weaknesses noted below.

**Weaknesses:** Firm did not adequately define their project team's organizational structure. Firm did not provide resumes of all key individuals who will perform work on the project.

#### Site One Landscape Supply LLC

##### Methodology and Approach

**Strengths:** Firm's response addressed everything we requested in the RFP except for the weakness noted below.

**Weaknesses:** Firm's overall response lacked details that were required to evaluate their methodology and approach.

##### Qualifications and Experience

**Strengths:** Firm's response addressed everything we requested in the RFP except for the weaknesses noted below.

**Weaknesses:** Firm's overall response lacked details that would be required to evaluate their Qualifications and experience.

Solicitation Title & Number			RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
Robotic Lawnmowers with Software; RFQ# 373401			35	0	35
Offeror's Name	Total Bid Amount	SBE/SDV Participation Amount	RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
My Goat, Inc.	\$834,852.77	\$0.00	35.00	0.00	35.00
Site One Landscape Supply LLC	\$1,254,300.00	\$0.00	23.30	0.00	23.30

Agreement 6574441v3 - Compatibility Mode

Main document changes and comments

Page 1: Deleted	Ferguson, Scott (Finance)	8/1/2024 10:12:00 AM
Enter Legal Name		
Page 1: Added	Ferguson, Scott (Finance)	8/1/2024 10:12:00 AM
My Goat, Inc.		
Page 1: Deleted	Ferguson, Scott (Finance)	8/1/2024 10:15:00 AM
Enter Address		
Page 1: Added	Ferguson, Scott (Finance)	8/1/2024 10:15:00 AM
4007 Hillsboro Pike		
Page 1: Deleted	Ferguson, Scott (Finance)	8/1/2024 10:15:00 AM
City		
Page 1: Added	Ferguson, Scott (Finance)	8/1/2024 10:15:00 AM
Nashville		
Page 1: Deleted	Ferguson, Scott (Finance)	8/1/2024 10:15:00 AM
ST		
Page 1: Added	Ferguson, Scott (Finance)	8/1/2024 10:15:00 AM
TN		
Page 1: Deleted	Ferguson, Scott (Finance)	8/1/2024 10:15:00 AM
ZIP		
Page 1: Added	Ferguson, Scott (Finance)	8/1/2024 10:15:00 AM
37215		
Page 1: Deleted	Ferguson, Scott (Finance)	8/1/2024 10:24:00 AM
[Enter Description (i.e. Hourly Rates)]		
•		
Page 1: Added	Ferguson, Scott (Finance)	8/1/2024 10:24:00 AM
Subscription Agreement		
•		
Page 1: Deleted	Ferguson, Scott (Finance)	8/1/2024 10:25:00 AM
[Enter Description (i.e. Task Details)]		
•		
Page 1: Added	Ferguson, Scott (Finance)	8/1/2024 10:25:00 AM
Pricing and Rates		
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373401

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*Equal Business Opportunity (EBO) Program forms (incorporated by reference).*

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cope of Services

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of [insert date here], or

Page 2: Added    Ferguson, Scott (Finance)    8/1/2024 10:27:00 AM

,

Page 2: Deleted    Ferguson, Scott (Finance)    12/5/2024 1:15:00 PM

the date

Page 2: Added    Ferguson, Scott (Finance)    8/1/2024 10:27:00 AM

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Page 2: Deleted    Ferguson, Scott (Finance)    8/1/2024 10:27:00 AM

, whichever date last occurs.

Page 2: Deleted    Ferguson, Scott (Finance)    8/1/2024 10:28:00 AM

This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, i

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I

Page 2: Deleted    Ferguson, Scott (Finance)    8/1/2024 10:46:00 AM

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[Agreement Amount]

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2,000,000.00

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**Page 4: Deleted    Ferguson, Scott (Finance)                      8/1/2024 10:30:00 AM**

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

**Page 4: Added    Ferguson, Scott (Finance)                      8/1/2024 10:30:00 AM**

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**Page 4: Added    Ferguson, Scott (Finance)                      8/1/2024 10:46:00 AM**

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, if applicable,

**Page 4: Added    Ferguson, Scott (Finance)                      8/1/2024 10:30:00 AM**

is not applicable

**Page 5: Deleted    Ferguson, Scott (Finance)                      8/1/2024 10:47:00 AM**

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

Cyber Liability Insurance  
In the amount of four million (\$4,000,000.00) dollars.

**Page 5: Formatted                      Ferguson, Scott (Finance)                      11/13/2024 10:20:00 AM**

Heading 2, Space Before: 0.05 pt, Tab stops: 0.33", Left

Header and footer changes  
Text Box changes

Header and footer text box changes  
Footnote changes  
Endnote changes

## Certificate Of Completion

Envelope Id: 2472ECD7-E093-4ADF-9749-3CC1C5FD7144

Status: Sent

Subject: URGENT!!! Metro Contract 6574441 with My Goat Inc (Parks)

Source Envelope:

Document Pages: 49

Signatures: 5

Envelope Originator:

Certificate Pages: 17

Initials: 1

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

1/13/2025 7:17:30 AM

prg@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and  
Davidson County

Location: DocuSign

## Signer Events

## Signature

## Timestamp

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: 170.190.198.185

Sent: 1/13/2025 7:37:15 AM

Viewed: 1/15/2025 9:00:42 AM

Signed: 1/15/2025 9:01:13 AM

## 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: 174.238.148.41

Signed using mobile

Sent: 1/15/2025 9:01:17 AM

Viewed: 1/15/2025 9:49:58 AM

Signed: 1/15/2025 9:50:34 AM

## Electronic Record and Signature Disclosure:

Accepted: 1/15/2025 9:49:58 AM

ID: fce040dc-3641-46c1-9f2b-67664a098c32

Sally Palmer

sally.palmer@nashville.gov

Security Level: Email, Account Authentication  
(None)

**Completed**

Using IP Address: 170.190.198.100

Sent: 1/15/2025 9:50:41 AM

Viewed: 1/15/2025 9:55:52 AM

Signed: 1/15/2025 10:00:06 AM

## Electronic Record and Signature Disclosure:

Accepted: 1/15/2025 9:55:52 AM

ID: cb3869c0-d78b-4523-986e-66e27c6098d8

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: 1/15/2025 10:00:10 AM

Viewed: 1/15/2025 10:09:01 AM


Signed: 1/15/2025 10:09:08 AM

## Electronic Record and Signature Disclosure:

Accepted: 1/15/2025 10:09:01 AM

ID: 14086ed8-24d8-4338-88a1-c6542460dff8



Signer Events	Signature	Timestamp
Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 1/15/2025 10:09:15 AM Viewed: 1/15/2025 7:56:45 PM Signed: 1/15/2025 7:59:02 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 1/15/2025 7:56:45 PM  
ID: 18963186-19f1-4a4a-bd22-dbb9764d1c0a

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

Sent: 1/15/2025 7:59:06 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

Scott Ferguson  
Scott.Ferguson@nashville.gov  
Procurement Officer III  
Metro Nashville Government  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 1/13/2025 7:37:10 AM

Gary Clay  
Gary.Clay@nashville.gov  
Asst. Purchasing Agent  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 1/13/2025 7:37:11 AM  
Viewed: 1/13/2025 8:09:16 AM

Chinita White  
Chinita.White@nashville.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 1/7/2025 5:23:32 PM  
ID: c325f519-5a72-4bab-a304-0164ef304435

**COPIED**

Sent: 1/13/2025 7:37:12 AM  
Viewed: 1/13/2025 10:14:50 AM

Daniel Harden  
daniel.harden@nashville.gov  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 1/13/2025 7:37:12 AM  
Viewed: 1/13/2025 7:56:46 AM

Carbon Copy Events	Status	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  Neil A Amrhein neil@mygoat.co CEO - Founder My Goat, Inc Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 1/8/2025 8:32:04 AM ID: 99f048af-a5a4-423f-954f-d734d7dc40c3	<div>COPIED</div>	Sent: 1/13/2025 7:37:13 AM Viewed: 1/13/2025 8:04:20 AM
Dennis Rowland dennis.rowland@nashville.gov Purchasing Agent & Chief Procurement Officer Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 1/13/2025 7:37:13 AM Viewed: 1/13/2025 8:09:58 AM
Monique Horton Odom monique.odom@nashville.gov Monique Horton Odom Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 1/9/2025 7:50:03 AM ID: 183c107b-280d-4d0d-b201-41944d891cd1	<div>COPIED</div>	Sent: 1/13/2025 7:37:14 AM Viewed: 1/13/2025 7:57:52 AM
Christopher Wood Christopher.Wood@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Mark Watkins mark.watkins@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 11/9/2024 10:43:01 AM ID: 70d56e11-ed62-46a6-981e-a0eac674dea7		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 1/15/2025 2:34:55 PM ID: 41b1373d-44a9-4f1e-ba0a-f63bb024580f		

Carbon Copy Events	Status	Timestamp
Terri Ray terri.ray@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Zak Kelley Zak.Kelley@Nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Jessica Angulo jessica.angulo@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/13/2025 7:37:10 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		