

# Contract Amendment Abstract

## Contract Amendment Information

Contract Title: Database administration support for Oracle hosted E-Business Suite R12 application  
 Amendment Summary: Amend Clause 3.1 Contract term to extend to 72 months and Amend Clause 4.1  
Contract Value to add \$250,000.00 for a revised contract total of \$950,000.00  
 Contract Number: 6462599 Amendment Number: 2 Request Number: A2025001  
 Type of Contract: Multi-Year Contract **Requires Council Legislation:** Yes  
**High Risk Contract** (Per Finance Department Contract Risk Management Policy): Yes  
**Sexual Harassment Training Required** (per BL2018-1281): Yes  
 Contract Start Date: 03/09/2020 Contract Expiration Date: 03/08/2026 Contract Term: 72 Months  
 Previous Estimated Contract Life Value: \$700,000.00  
 Amendment Value: \$250,000.00 Fund: 51137\*  
 New Estimated Contract Life Value: \$950,000.00 BU: 14521011\*  
 (\* Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)  
 Payment Terms: Net 30 Selection Method: Sole Source  
 Procurement Staff: John Stewart BAO Staff: Christopher Wood  
 Procuring Department: ITS Department(s) Served: ITS

## Prime Contractor Information

Prime Contracting Firm: InfoSapient, Inc. ISN#: 22897  
 Address: 7777 Glades Road, Suite 101 City: Boca Raton State: FL Zip: 33434  
 Prime Contractor is a Uncertified/Unapproved: SBE  SDV  MBE  WBE  LGBTBE  (select/check if applicable)  
 Prime Company Contact: Maria Barguil Email Address: maria.barguil@infosapient.com Phone #: 561-374-0715  
**Prime Contractor Signatory:** Maria Barguil **Email Address:** maria.barguil@infosapient.com

## Business Participation for Entire Contract

*Small Business and Service Disabled Veteran Business Program:* N/A  
 Amount: N/A Percent, if applicable: N/A  
*Equal Business Opportunity Program:* Program Not Applicable  
 MBE Amount: N/A MBE Percent, if applicable: N/A  
 WBE Amount: N/A WBE Percent, if applicable: N/A  
*Federal Disadvantaged Business Enterprise:* No  
 Amount: N/A Percent, if applicable: N/A  
 Note: Amounts and/or percentages are not exclusive.  
 B2GNow (Contract Compliance Monitoring): No





**AMENDMENT NUMBER 2 TO CONTRACT NUMBER 6462599  
BETWEEN  
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
AND INFOSAPIENT, INC**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and INFOSAPIENT, INC. located in Boca Raton, FL.

WITNESSETH

**WHEREAS**, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated March 9, 2020, Metro Contract numbered 6462599, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amend Clause 3.1 Contract term to extend to 72 months. Revised Clause shall read as follows:

"The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end seventy-two (72) months from the date of filing with the Metropolitan Clerk's Office. In no event shall the term of this Contract exceed seventy-two (72) months from the date of filing with the Metropolitan Clerk's Office."

2. Amends clause 4.1 Contract Value to increase the contract by \$250,000.00 for the total of \$950,000.00. The revised clause shall read as follows:

"This Contract has an estimated value of \$950,000.00. The pricing details are included in Exhibit D and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced."

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

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Contract Number 6462599

Amendment Number 2

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

**APPROVED AS TO PROJECT SCOPE:**

John Griffey *gn*  
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

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

Dennis Rowland *JLR*  
Purchasing Agent Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Kevin Crumbo/mal *EJ*  
Director of Finance BA

**APPROVED AS TO FORM AND LEGALITY:**

Erica Haber *B*  
Metropolitan Attorney Insurance

\_\_\_\_\_  
Metropolitan Mayor COO

**ATTESTED:**

\_\_\_\_\_  
Metropolitan Clerk Date

**CONTRACTOR**

**InfoSapient Inc**

\_\_\_\_\_  
Company Name

Maria Barguil  
Signature of Company's Contracting Officer

**Maria Barguil**

\_\_\_\_\_  
Officer's Name

**VP operations**

\_\_\_\_\_  
Officer's Title





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



CA #: A2025001

Date Received: July 1, 2024

**Send an email to [PRG@nashville.gov](mailto:PRG@nashville.gov) and attach completed amendment form and supporting documentation.**

Contract Title: Database administration support for Oracle hosted E-Business Suite R12 application  
Contract Number: 6462599 Amendment Number: 002

Requesting Department: ITS Requesting Departmental Contact (Name & Number): Dawn Clark - 26033

Contractor's Business Name: InfoSapient, Inc. Name of Contract Signatory: Maria Barguil

Contract Signatory Email Address: maria.barguil@infosapient.com

Address: 7777 Glades Rd Suite 100 City: Boca Raton ST: FL Zip: 33434

**Revision Accomplishes: Check all that apply**

<input type="checkbox"/> 1 year Term Extension	New End Date: <u>3/8/2026</u>	Include revised schedule if necessary
<input checked="" type="checkbox"/> Contract Value Increase	Original Contract Amount <u>200,000</u> Previously Executed Amendment(s) Amount <u>500,000</u> Current Amendment Amount <u>250,000</u> Amendment % Increase <u>36%</u> Proposed Revised Contract Amount <u>950,000</u>	Include revised fee schedules, budget, and total contract value as appropriate
<input type="checkbox"/> Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
<input type="checkbox"/> Terms and Conditions Modification		Include applicable exhibits as appropriate along with appropriate redlines
<input type="checkbox"/> Other (Describe)		Include applicable documentation

**ACCOUNTING INFORMATION:**

BU Number: 14521011 Fund #: 51137 Any Other Accounting Info: 502229

**Procurement will route in DocuSign for Signature**

Department Requester DC

John Griffey  
Requesting Department Director's Signature of Approval

7/2/2024 | 6:37 AM PDT  
Date

## Contract Amendment Justification

### Information

Contract No.: 6462599  
Contractor Name: InfoSapient, Inc  
Original Contract Value: \$ 700,000  
Additional Amendment Amount Requested: \$ 250,000  
Proposed Revised Value: \$ 950,000

### Justification

This consulting services company has worked with our Oracle eBusiness Suite R12 (R12) implementation and Oracle hosting setup and monitoring since the beginning (and actually part of our iProcurement on premise implementation prior to R12 go live) and has proprietary knowledge and a deep level of understanding of not only Oracle, but Linux and all the related application integrations between Oracle hosting and our environment. They are critical to supporting our Oracle hosting particularly for the final year as we migrate off of Oracle hosting and R12 to Oracle Cloud and the final YE updates and patching coordination for 2025 calendar YE processes on R12 while we're going live on Oracle Cloud for 1/2/2026. Note that as part of the migration/implementation project currently underway since funded by Council in the CSP back in March 2024 to move to Oracle Cloud, this contract will be ended after we are fully off R12 and Oracle hosting in March 2026 (following the completed filing of YE forms for W2 and 1099s) but it's absolutely critical to have this continued expertise and assistance as we're finalizing pulling our information out of the Oracle R12 systems hosted by Oracle while our internal teams will be focused on the go live of Oracle Cloud and immediate post go live support.

The contract amendment request form is to increase the value of the contract for the remaining 1 year and 9 months (9 months until current contract expires and one year extension per this contract amendment) based upon the criticality of this service for the estimated/projected amounts (from the past 5 years history) through the extended March 2026 end date of the sole source contract.

Based upon the scope of consulting and support services for this sole source contract, the in-scope items for this contract for reference of the complexity and criticality of these managed services are as follows:

- Architecture review - Storage/Compute/Database/Application/Web tiers
- Technical adviser, make recommendations at decision points
- Attend meetings as required on hosting for Oracle R12
- Validate/test system OSes, Oracle Databases and EBS R12 application
- Periodically review Oracle Hosting system performance issues
- Any issue affecting critical business functions/timelines if escalated by ITS contact

### Amendment Request Review

<b>Reviewed By:</b>	Terri Ray	<b>Department:</b>	Information Technology Services
<b>Contract #:</b>	6462599	<b>Unique ID No.</b>	A2025001
<b>Contractor Name:</b>	InfoSapient, Inc.	<b>Contract Description:</b>	Database Administration support for Oracle hosted E-Business Suite R12 application
<b>Amendment No:</b>	2	<b>Amendment Amount:</b>	\$250,000.00
<b>Recommendation:</b>	<b>Approve</b>		

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**Review:**

Amendment 2 for Contract 6462599 to extend contract to 3/8/2026 and increase amount by \$250,000 to cover the services related to the extension.

- Amendment increases the estimated value by \$250,000.00.
- Amendment extends term beyond 60 months so approval by ordinance is required.
- Confirm with department if rate in exhibit needs to be updated.
- Israel Boycott clause language should be added to the contract as part of this amendment.

Based on the above, amendment is recommended for approval.



### Amendment Request Signature Form

<b>Amendment Number</b>	A2025001
<b>Date Received</b>	July 1, 2024

To Whom It May Concern,

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

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

Regards,

*Dennis Rowland*

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**Dennis Rowland**  
**Purchasing Agent & Chief Procurement Officer**

7/3/2024 | 3:56 PM CDT

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Date Signed



RESOLUTION NO. RS2021-736

A resolution approving Amendment 1 to the contract between the Metropolitan Government of Nashville and Davidson County and InfoSapient, Inc. for database administration support for the Oracle hosted E-Business Suite R12 application for items related to performance, tuning, patching, and validation along with internal DBA advisory services.

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

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

WHEREAS, the Metropolitan Government of Nashville and Davidson County and InfoSapient, Inc. entered into a Contract dated March 9, 2020, and the Contract did not require Council action as the original estimated value was less than \$250,000; and,

WHEREAS, the estimated Contract value has increased; and,

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

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

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

Section 1: That Amendment 1 between The Metropolitan Government of Nashville and Davidson County and InfoSapient, Inc., attached hereto and incorporated herein, is hereby approved.

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

RECOMMENDED BY:

*Michelle R. Hernandez-Lane*  
\_\_\_\_\_  
Michelle Hernandez-Lane  
Purchasing Agent

INTRODUCED BY:

*Kymonte Jones*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

APPROVED AS TO AVAILABILITY OF FUNDS:

*Kevin Crumbo*  
\_\_\_\_\_  
Kevin Crumbo  
Director of Finance

TE

\_\_\_\_\_  
Members of Council

APPROVED AS TO FORM AND  
LEGALITY:

*Tara Ladd*

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Assistant Metropolitan Attorney

# Contract Amendment Abstract

J&R

## Contract Amendment Information

Contract Title: Database administration support for Oracle hosted E-Business Suite R12 application

Amendment Summary: Amend Clause 4.1 Contract Value to reflect a \$500,000.00 increase for the remaining life of the contract

Contract Number: 6462599 Amendment Number: 1 Solicitation Number: N/A

Type of Contract: Multi-Year Contract **Requires Council Legislation:** Yes

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

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

Contract Start Date: 3/9/2020 Contract Expiration Date: 3/8/2025 Contract Term: 60 months

Previous Estimated Contract Life Value: \$200,000.00

Amendment Value: \$500,000.00 Fund: 51137

New Estimated Contract Life Value: \$700,000.00 BU: 502229

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: Marlon Bynum BAO Staff: Christopher Wood

Procuring Department: ITS Department(s) Served: ITS

## Prime Contractor Information

Prime Contracting Firm: InfoSapient, Inc. Phone #: 561-374-0715 ISN#: 22897

Address: 7777 Glades Road, Suite 100 City: Boca Raton State: FL Zip: 33434

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

Prime Company Contact: Maria Barguil Email Address: maria.barguil@infosapient.com

**Prime Contractor Signatory:** Maria Barguil **Email Address:** maria.barguil@infosapient.com

## Disadvantaged Business Participation for Entire Contract

*Small Business and Service Disabled Veteran Business Program:*

N/A Amount: \$0 Percent, if applicable: N/A

*Equal Business Opportunity Program:*

Program Not Applicable Amount: \$0 Percent, if applicable: N/A

*Federal Disadvantaged Business Enterprise:*

No Amount: \$0 Percent, if applicable: N/A

\* Amounts and/or percentages are not exclusive

B2GNow (Contract Compliance Monitoring): No





**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 6462599  
BETWEEN  
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
AND INFOSAPIENT, INC**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and **INFOSAPIENT, INC** located in Boca Raton, FL.

WITNESSETH

**WHEREAS**, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated March 9, 2020, Metro Contract numbered 6462599, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amends clause 4.1 Contract Value to increase the contract by \$500,000.00 for the total of \$700,000.00. The revised clause shall read as follows:

"This Contract has an estimated value of \$700,000.00. The pricing details are included in Exhibit D and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced."

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

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Metropolitan Attorney

Contract Number 6462599

Amendment Number #1

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

**APPROVED AS TO PROJECT SCOPE:**

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

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

Michelle A. Hernandez Lane MB  
Purchasing Agent Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Kevin Cumbotto TE RJ  
Director of Finance OMB BA

**APPROVED AS TO FORM AND LEGALITY:**

Tara Ladd BL  
Metropolitan Attorney Insurance

John Cooper FEB 03 2021  
Metropolitan Mayor COO

ATTESTED:  
[Signature] FEB 03 2021  
Metropolitan Clerk Date RS2021-736

**CONTRACTOR**

InfoSapient Inc  
Company Name

Maria Barguil  
Signature of Company's Contracting Officer

Maria Barguil  
Officer's Name

Business Director  
Officer's Title



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/22/2020

**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 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> BIN INSURANCE HOLDINGS LLC/PHS 46505301 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (866) 467-8730	<b>FAX (A/C, No):</b> (888) 443-6112
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC#</b>
<b>INSURED</b> INFOSAPIENT INC 7777 GLADES RD STE 100 BOCA RATON FL 33434-4150	<b>INSURER A :</b> Twin City Fire Insurance Company	29459
	<b>INSURER B :</b> Hartford Fire and Its P&C Affiliates	00914
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**

**CERTIFICATE NUMBER:**

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		46 SBM AD2940	05/01/2020	05/01/2021	EACH OCCURRENCE	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			46 SBM AD2940	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			46 SBM AD2940	05/01/2020	05/01/2021	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE	\$1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	46 WEC AS3454	12/01/2020	12/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE -EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	FAILSAFE TECHNOLOGY E OR O			46 SBM AD2940	05/01/2020	05/01/2021	Each Glitch Aggregate	\$5,000,000 \$5,000,000

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

Those usual to the Insured's Operations. RE: Contract # 6462599. Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, volunteers are additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

**CERTIFICATE HOLDER**

Purchasing Agent,  
 Metropolitan Government of Nashville  
 and Davidson County  
 METRO COURTHOUSE  
 NASHVILLE TN 37201

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

## Contract Information

Contract & Solicitation Title: Database administration support for the Oracle hosted E-Business Suite R12 application.

*ml*

Contract Summary: Contractor agrees to provide database administration support for the Oracle hosted E-Business Suite R12 application for items related to performance, tuning, patching, and validation along with internal DBA advisory services.

Contract Number: 6462599 Solicitation Number: N/A Requisition Number: N/A

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

Type of Contract/PO: Multi-Year Contract Requires Council Legislation: No

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

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

Estimated Start Date: 02/28/2020 Estimated Expiration Date: 02/27/2025 Contract Term: 60 months

Estimated Contract Life Value: \$200,000.00 Fund: 51137 BU: 502229

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: Terri Ray BAO Staff: Christopher Wood

Procuring Department: ITS Department(s) Served: ITS

## Prime Contractor Information

Prime Contracting Firm: InfoSapient, Inc. ISN#: 22897

Address: 7777 Glades Road, Suite 100 City: Boca Raton State: FL Zip: 33434

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

Prime Company Contact: Maria Barguil Email Address: maria.barguil@infosapient.com Phone #: 561-374-0715

Prime Contractor Signatory: Maria Barguil Email Address: maria.barguil@infosapient.com

## Disadvantaged Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program:

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

Equal Business Opportunity (EBO) Program:

Program Not Applicable Amount: N/A Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise:

No Amount: N/A Percent, if applicable: N/A

\* Amounts and/or percentages are not exclusive.

## Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
InfoSapient, Inc.	<input type="checkbox"/>	N/A	N/A	Approved Sole Source Form

## 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 **InfoSapient, Inc.** (CONTRACTOR) located at **7777 Glades Road, Suite 100, Boca Raton, FL 33434**. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
  - *Exhibit A - Affidavits*
  - *Exhibit B - ISA Terms and Conditions*
  - *Exhibit C - Master Services Agreement*
  - *Exhibit D - Statement of Work*
- *Purchase Orders (and PO Changes),*

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

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

#### 2.1. Duties and Responsibilities

CONTRACTOR agrees to provide database administration support for the Oracle hosted E-Business Suite R12 application for items related to performance, tuning, patching, and validation along with internal DBA advisory services.

#### 2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

### 3. CONTRACT TERM

#### 3.1. Contract Term

The Contract Term will begin on the date this Contract is approved by all required parties and filed in

the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

#### **4. COMPENSATION**

##### **4.1. Contract Value**

This Contract has an estimated value of \$200,000.00 (two hundred thousand dollars). The pricing details are included in Exhibit D 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 D of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

##### **4.4. Electronic Payment**

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

##### **4.5. Invoicing Requirements**

CONTRACTOR shall 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.



#### **4.6. Subcontractor/Subconsultant Payments**

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

### **5. TERMINATION**

#### **5.1. Breach**

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

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

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

#### **5.3. Notice**

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

### **6. NONDISCRIMINATION**

#### **6.1. METRO's Nondiscrimination Policy**

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

#### **6.2. Nondiscrimination Requirement**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by

federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

### **6.3. Covenant of Nondiscrimination**

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

### **6.4. Americans with Disabilities Act (ADA)**

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

## **7. INSURANCE**

### **7.1. Proof of Insurance**

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

### **7.2. Automobile Liability Insurance**

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

### **7.3. General Liability Insurance**

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

### **7.4. Worker's Compensation Insurance (if applicable)**

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

**7.5. Technological Errors and Omissions Insurance**

Technological Errors and Omissions Insurance in the amount of one million (\$1,000,000.00) dollars (for software and hardware manufacturers & website designers).

**7.6. Such insurance shall:**

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

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

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

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

**7.7. Other Insurance Requirements**

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

**PROCUREMENTCOI@NASHVILLE.GOV (preferred method)**

**OR**

**DEPARTMENT OF FINANCE**

**PROCUREMENT DIVISION**

**730 2ND AVE SOUTH, STE 101**

**P.O. BOX 196300**

**NASHVILLE, TN 37219-6300**

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

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

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

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



## Contract Purchase Agreement 6462599

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**

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

### **8.2. Warranty**

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

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice.

Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

### **8.3. Software License**

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

### **8.4. Confidentiality**

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

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

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

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

### **8.5. Information Ownership**

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

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

### **8.6. Information Security Breach Notification**

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

### 8.7. Virus Representation and Warranty

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

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

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

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

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

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

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

**8.9. Maintenance of Records**

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

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

**8.10. Monitoring**

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

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

**8.11. METRO Property**

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all 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.



## Contract Purchase Agreement 6462599

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

**8.12. Modification of Contract**

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

**8.13. Partnership/Joint Venture**

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

**8.14. Waiver**

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

**8.15. Employment**

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

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

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

**8.16. Compliance with Laws**

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

**8.17. Iran Divestment Act**

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

**8.18. Taxes and Licensure**

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

**8.19. Ethical Standards**

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

subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

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

**8.20. Indemnification and Hold Harmless**

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

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

**8.21. Attorney Fees**

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

**8.22. Assignment--Consent Required**

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

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

**PRG@NASHVILLE.GOV (preferred method)**

**OR**

**METRO PURCHASING AGENT**

**DEPARTMENT OF FINANCE**

**PROCUREMENT DIVISION**

**730 2ND AVENUE SOUTH**

**PO BOX 196300**

**NASHVILLE, TN 37219-6300**

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

**8.23. Entire Contract**

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

**8.24. Force Majeure**

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

**8.25. Governing Law**

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

**8.26. Venue**

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

**8.27. Severability**

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

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Contract Number 6462599

**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: InfoSapient Inc

Attention: Maria Barguil

Address: 7777 Glades Rd Suite 100

City, State Zip Code: Boca Raton, FL 33434

Telephone: 561-374-0715

Fax: 888-871-4767

E-mail: maria.barguil@infosapient.com

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

Designated Agent: InfoSapient Inc

Attention: Maria Barguil

Address: 7777 Glades Rd Suite 100

City, State Zip Code: Boca Raton, FL 33434

Email Address: maria.barguil@infosapient.com

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Contract Number 6462599

**Effective Date**

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

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

**CONTRACTOR**

**APPROVED AS TO PROJECT SCOPE:**

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

InfoSapient Inc  
Company Name

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

Michelle A. Hernandez Lane JLR  
Purchasing Agent Purchasing

Maria Barguil  
Signature of Company's Contracting Officer

Maria Barguil  
Officer's Name

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Kevin Cumbotto KM KG  
Director of Finance OMB BA

Business Director  
Officer's Title

**APPROVED AS TO FORM AND LEGALITY:**

Tara Ladd BL  
Metropolitan Attorney Insurance

**FILED BY THE METROPOLITAN CLERK:**

Elizabeth Waites 3/9/2020 | 9:41 AM CDT  
Metropolitan Clerk Date

## Exhibit A - Affidavits

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

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

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

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

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

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

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

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106\\_Iran\\_Divestment\\_Act\\_updated\\_7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf).

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

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

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

**And Further Affiant Sayeth Not:**

Organization Name: InfoSapient Inc

Organization Officer Signature: Maria Barguil

Name of Organization Officer: Maria Barguil

Title: Business Director



**Exhibit B - ISA Terms and Conditions****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.
- 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.

## **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.

## SECTION AST

### **Agent Security and Training**

- 1 Background Check.** Contractor shall perform a background check which includes a criminal record check on all Agents, who may have access to Metro Government Information. Contractor shall not allow any Agents to access Metro Government Information or perform Services under a Purchasing Agreement if Contractor knows or reasonably should know that such Agent has been convicted of any felony or has been terminated from employment by any employer or contractor for theft, identity theft, misappropriation of property, or any other similar illegal acts.
- 2 Information Security Officer.** If Agents will access or handle Metro Government Information, Contractor shall designate an Information Security Officer, who will be responsible for Contractor information security and compliance with the terms of this Agreement as it relates to Metro Government Information.
- 3 Agent Access Control.** Contractor shall implement and maintain procedures to ensure that any Agent who accesses Metro Government Information has appropriate clearance, authorization, and supervision. These procedures must include:
  - 3.1** Documented authorization and approval for access to applications or information stores which contain Metro Government Information; e.g., email from a supervisor approving individual access (note: approver should not also have technical rights to grant access to Sensitive Information); documented role-based access model; and any equivalent process which retains documentation of access approval.
  - 3.2** Periodic (no less than annually) reviews of Agent user access rights in all applications or information stores which contain Sensitive Information. These reviews must ensure that access for all users is up-to-date, appropriate and approved.
  - 3.3** Termination procedures which ensure that Agent's user accounts are promptly deactivated from applications or information stores which contain Sensitive Information when users are terminated or transferred. These procedures must ensure that accounts are deactivated or deleted no more than 14 business days after voluntary termination, and 24 hours after for cause terminations.
  - 3.4** Procedures which ensure that Agent's user accounts in applications or information stores which contain Sensitive Information are disabled after a defined period of inactivity, no greater than every 180 days.
  - 3.5** Procedures which ensure that all Agents use unique authentication credentials which are associated with the Agent's identity (for tracking and auditing purposes) when accessing systems which contain Sensitive Information.
  - 3.6** Contractor will maintain record of all Agents who have been granted access to Metro Government Sensitive Information. Contractor agrees to maintain such records for the length of the agreement plus 3 years after end of agreement. Upon request, Contractor will supply Metro Government with the names and login IDs of all Agents who had or have access to Metro Government Information.
- 4 Agent Training.**
  - 4.1** Contractor shall ensure that any Agent who access applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of the information or information and the security of the application. Completion of this training must be documented and must occur before Agent may access any Sensitive Information. This training must include, at a minimum:
    - 4.1.1** Appropriate identification and handling of Metro Government Information

4.1.1.1 Awareness of confidentiality requirements contained in this Agreement;

4.1.1.2 Procedures for encrypting Metro Government Information before emailing or transmitting over an Open Network, if the information classification of the information requires these controls;

4.1.1.3 Procedures for information storage on media or mobile devices (and encrypting when necessary).

- 4.1.2 Education about the procedures for recognizing and reporting potential Information Security Incidents;
- 4.1.3 Education about password maintenance and security (including instructions not to share passwords);
- 4.1.4 Education about identifying security events (e.g., phishing, social engineering, suspicious login attempts and failures);
- 4.1.5 Education about workstation and portable device protection; and
- 4.1.6 Awareness of sanctions for failing to comply with Contractor security policies and procedures regarding Sensitive Information.
- 4.1.7 Periodic reminders to Agents about the training topics set forth in this section.

4.2 Contractor shall ensure that any Agent who accesses applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of this information. Completion of this training must be documented and must occur before Agent may access any Metro Government Information. This training must include, at a minimum:

- 4.2.1 Instructions on how to identify Metro Government Information.
- 4.2.2 Instructions not to discuss or disclose any Sensitive Information to others, including friends or family.
- 4.2.3 Instructions not to take media or documents containing Sensitive Information home unless specifically authorized by Metro Government to do so.
- 4.2.4 Instructions not to publish, disclose, or send Metro Government Information using personal email, or to any Internet sites, or through Internet blogs such as Facebook or Twitter.
- 4.2.5 Instructions not to store Metro Government Information on any personal media such as cell phones, thumb drives, laptops, personal digital assistants (PDAs), unless specifically authorized by Metro Government to do so as part of the Agent's job.
- 4.2.6 Instructions on how to properly dispose of Metro Government Information, or media containing Metro Government Information, according to the terms in Exhibit DMH as well as applicable law or regulations.

5 **Agent Sanctions.** Contractor agrees to develop and enforce a documented sanctions policy for Agents who inappropriately and/or in violation of Contractor's policies and this Agreement, access, use or maintain applications or information stores which contain Sensitive Information. These sanctions must be applied consistently and commensurate to the severity of the violation, regardless of level within management, and including termination from employment or of contract with Contractor.



**SECTION AV**

**Protection Against Malicious Software**

- 1 Microsoft Systems on Metro Government Networks.** For Products which will be installed on Microsoft Windows Systems residing on Metro Government Network, Contractor warrants that the Product will operate in conjunction with Metropolitan Government Antivirus Software, and will use real time protection features.
  
- 2 Non-Microsoft Systems on Metro Government Networks.** For Products installed on non-Microsoft Windows Systems residing on Metro Government Network, Contractor shall allow Metro Government to install Antivirus Software on such Products where technically possible. Upon Metro Government's request, Contractor shall provide the requisite information to implement such Antivirus Software in a manner which will not materially impact the functionality or speed of the Product.

## SECTION BU

### **Information Backup, Contingency Planning and Risk Management**

#### **1 General.**

- 1.1** Contractor agrees to backup Metro Government Information which Contractor maintains or Stores. Backup and restoration procedures and related infrastructure, including frequency of backup, offsite storage, media lifespan and media reliability, must be commensurate with the criticality and availability requirement of the Metro Government Information being backed up.
  - 1.2** Upon Metro Government's request, Contractor shall supply Metro Government with an inventory of Metro Government Information that Contractor Stores and/or backed up.
  - 1.3** Contractor shall periodically, no less often than annually, test backup tapes or media by restoring Metro Government Information to a system similar to the original system where the Metro Government Information are stored.
  - 1.4** Upon Metro Government's request, Contractor shall supply copies of Metro Government Information in a format requested by Metro Government.
  - 1.5** Contractor shall backup business critical information at a frequency determined by Metro Government business owner.
- 2 Storage of Backup Media.** Contractor shall store archival and backup media in a secured offsite location. Upon request, Contractor will promptly notify Metro Government of the physical address of the offsite location. The backups of the information should be stored in a manner commiserate with the security around the information. The backup tapes should be encrypted if the sensitivity of the information requires that level of security.
- 3 Disaster Recovery Plan.** Contractor will maintain a Disaster Recovery Plan for all applications or information stores which contain business critical information. This plan will outline the procedures necessary to restore business critical information on the application or systems in a timely fashion in the case of an emergency or disaster.
- 4 Emergency Mode Operation Plan.** Contractor shall maintain an emergency mode operating plan which ensures that systems or applications using or accessing business critical information are operational during an emergency or natural disaster, or are made operational after a disaster in a prompt manner, commensurate with the criticality of the information on the system.
- 5 Testing and Revision Procedure.** Contractor agrees to test, at least annually, Contractor Disaster Recovery Plan and emergency mode operations plan and maintain a documented procedure for such testing. Contractor shall document the results and findings from such testing and revise the plan accordingly.
- 6 Risk Management Requirements.** Contractor shall implement internal risk management practices to ensure the confidentiality, integrity and availability of Metro Government Information. These practices will be no less secure than the ones used by Contractor to protect Contractor's own Sensitive Information or information of comparable sensitivity.

## **SECTION DMH**

### **Device and Storage Media Handling**

- 1 Portable Media Controls.** Contractor (including its Agents) shall only store Metro Government Information on portable device or media when expressly authorized by Metro Government to do so. When Contractor stores Metro Government Sensitive Information or on portable device or media, Contractor shall employ the following safeguards:
  - 1.1** Access to the device or media shall require a password or authentication;
  - 1.2** The device or media shall be encrypted using Strong Encryption;
  - 1.3** The workstation or portable device or media containing Metro Government Information must be clearly identified or labeled in such a way that it can be distinguished from other media or device which is not used to store Sensitive Information.
  - 1.4** The device or media must be accounted for by a system or process which tracks the movements of all devices or media which contain Metro Government Information.
  
- 2 Media Disposal.**
  - 2.1** Contractor shall only dispose of media containing Metro Government Information when authorized by Metro Government.
  - 2.2** Contractor shall dispose of any media which stores Metro Government Information in accordance with media sanitization guidelines for media destruction as described in NIST document NIST SP800-88: Guidelines for Media Sanitization. The Guidelines are currently available at <http://csrc.nist.gov/publications/PubsSPs.html>
  - 2.3** Upon Metro Government request, Contractor shall promptly provide written certification that media has been properly destroyed in accordance with this Agreement.
  - 2.4** Contractor may not transport or ship media containing Metro Government Information unless the media is Encrypted using Strong Encryption, or the information on the media has been sanitized through complete information overwrite (at least three passes); or media destruction through shredding, pulverizing, or drilling holes (e.g. breaking the hard drive platters).
  
- 3 Media Re-Use.**
  - 3.1** Contractor shall not donate, sell, or reallocate any media which stores Metro Government Information to any third party, unless explicitly authorized by Metro Government.
  - 3.2** Contractor shall sanitize media which stores Metro Government Information before reuse by Contractor within the Contractor facility.

**SECTION ENC**

**Encryption and Transmission of Information**

- 1** Contractor shall Encrypt Metro Government Sensitive Information whenever transmitted over the Internet or any untrusted network using Strong Encryption. Encryption of Sensitive Information within the Metro Government Network, or within Contractor's physically secured, private information center network, is optional but recommended.
- 2** Contractor shall Encrypt Metro Government Authentication Credentials while at rest or during transmission using Strong Encryption.
- 3** Contractor shall Encrypt, using Strong Encryption, all Sensitive Information that is stored in a location which is accessible from Open Networks.
- 4** If information files are to be exchanged with Contractor, Contractor shall support exchanging files in at least one of the Strongly Encrypted file formats, e.g., Encrypted ZIP File or PGP/GPG Encrypted File.
- 5** All other forms of Encryption and secure hashing must be approved by Metro Government.

## **SECTION IR**

### **Incident Response**

**1 Incident Reporting.** Contractor shall report any Information Security Incident of which it becomes aware, or failure of any technical or procedural controls, which has or had a potential to affect Metro Government Network, Metro Government Infrastructure or Metro Government Information to Metro Government and according to the following timeline and procedure:

**1.1** Contractor shall promptly report to Metro Government any successful Information Security Incident (with or without actual harm to system or information) within 24 hours of becoming aware of the incident. At a minimum, such report shall contain: (a) date and time when the Information Security Incident occurred; (b) the date and time when such incident was discovered by Contractor; (c) identification of the systems, programs, networks and/or Metro Government Information affected by such incident; (d) preliminary impact analysis; (e) description and the scope of the incident; and (f) any mitigation steps taken by Contractor. However, if Contractor is experiencing or has experienced a Information Breach or a successful Information Security Incident to systems that host or Store Sensitive Information or an Information Security Incident that is causing or has caused material disruption to the functionality or operation of Contractor systems or damage to Contractor hardware, software or information, including a successful attack by Malicious Software, Contractor shall report such security breach or incident to Metro Government both to the ITS Help Desk at (615) 862-HELP and to the Metro Government department within 24 hours from Contractor's reasonable awareness of such security breach or incident.

**1.2** Contractor shall document any attempted but unsuccessful Information Security Incident of which it becomes aware and report to Metro Government upon its request. The frequency, content, and format of such report will be mutually agreed upon by the parties.

**2 Incident Response.**

**2.1** Contractor shall have a documented procedure for promptly responding to an Information Security Incidents and Information Breach that complies with applicable law and shall follow such procedure in case of an incident. Contractor shall have clear roles defined and communicated within its organization for effective internal incidence response.

**2.2** Contractor shall designate a contact person for Metro Government to contact in the event of an Information Security Incident. This contact person should possess the requisite authority and knowledge to: (i) act as a liaison to communicate between Contractor and Metro Government regarding the incident (including providing information requested by Metro Government); (ii) perform the reporting obligations of Contractor under this exhibit; and (iii) develop a mitigation strategy to remedy or mitigate any damage to Metro Government Network, Metro Government Infrastructure, Metro Government Information or the Product or Service provided to Metro Government that may result from the Information Security Incident.

## **SECTION LOG**

### **Audit Logs**

- 1 Audit Log Information.** The Product or Service will provide user activity Audit Log information. Audit Log entries must be generated for the following general classifications of events: login/logout (success and failure); failed attempts to access system resources (files, directories, information bases, services, etc.); system configuration changes; security profile changes (permission changes, security group membership); changes to user privileges; actions that require administrative authority (running privileged commands, running commands as another user, starting or stopping services, etc.); and remote control sessions (session established, login, logout, end session, etc.). Each Audit Log entry must include the following information about the logged event: date and time of event; type of event; event description; user associated with event; and network identifiers (IP address, MAC Address, etc.) or logical identifiers (system name, port, etc.).
- 2 Audit Log Integrity.** Contractor shall implement and maintain controls to protect the confidentiality, availability and integrity of Audit Logs.
- 3 User Access Audit.** Upon Metro Government's request, Contractor shall provide Audit Logs of Metro Government's users of the Product or Service to Metro Government.
- 4 Audit Log Feed.** Upon request, Contractor shall implement a regular, but in no event less than daily, automated Audit Log feed via a secured, persistent connection to Metro Government Network so that Metro Government may monitor or archive Audit Log information relating to Metro Government's users on Metro Government systems.
- 5 Audit Log Availability.**
  - 5.1** Contractor shall ensure that Audit Logs for the Product or Service for the past 90 days are readily accessible online.
  - 5.2** If for technical reasons or due to an Information Security Incident, the online Audit Logs are not accessible by Metro Government or no longer trustworthy for any reason, Contractor shall provide to Metro Government trusted Audit Log information for the past 90 days within 2 business days from Metro Government's request.
  - 5.3** Contractor shall provide or otherwise make available to Metro Government Audit Log information which are 91 days or older within 14 days from Metro Government's request.
  - 5.4** Contractor shall make all archived Audit Logs available to Metro Government no later than thirty (30) days from Metro Government's request and retrievable by Metro Government for at least one (1) year from such request.
  - 5.5** Contractor shall agree to make all Audit Logs available in an agreed upon format.



## **SECTION NET**

### **Network Security**

#### **1 Network Equipment Installation.**

- 1.1** Contractor shall not install new networking equipment on Metro Government Network without prior written permission by the Metro Government ITS department. Contractor shall not make functional changes to existing network equipment without prior written consent of such from Metro Government ITS department.
- 1.2** Contractor shall provide the Metro Government ITS department contact with documentation and a diagram of any new networking equipment installations or existing networking equipment changes within 14 days of the new installation or change.
- 1.3** Contractor shall not implement a wireless network on any Metro Government site without the prior written approval of the Metro Government ITS contact , even if the wireless network does not connect to the Metro Government Network. Metro Government may limit or dictate standards for all wireless networking used within Metro Government facility or site.

#### **2 Network Bridging.** Contractor shall ensure that no system implemented or managed by Contractor on the Metro Government Network will bridge or route network traffic.

#### **3 Change Management.** Contractor shall maintain records of Contractor installations of, or changes to, any system on the Metro Government Network. The record should include date and time of change or installation (start and end), who made the change, nature of change and any impact that the change had or may have to the Metro Government Network, Metro Government system or Metro Government Information.

#### **4 System / Information Access.**

- 4.1** Contractor and its Agents shall only access system, application 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 Metro Government security controls.
- 4.2** Contractor shall only use Metro Government approved methods to configure Metro Government systems or application or grant access to systems.
- 4.3** Contractor shall use the Principle of Least Privilege when granting access to Metro Government Information, network or systems.

## SECTION PAT

### **Patch Creation and Certification**

- 1 Security Patch Required.** Unless otherwise expressly agreed by Metro Government and Contractor, for Products that are no longer under performance warranty, Contractor shall provide no less than standard maintenance and support service for the Products, which service includes providing Security Patches for the Products, for as long as Metro Government is using the Products.
- 2 Timeframe for Release.** For Vulnerabilities contained within the Product that are discovered by Contractor itself or through Responsible Disclosure, Contractor shall promptly create and release a Security Patch. Contractor must release a Security Patch: (i) within 90 days for Critical Vulnerabilities, (ii) within 180 days for Important Vulnerabilities, and (iii) within one (1) year for all other Vulnerabilities after Contractor becomes aware of the Vulnerabilities. For Vulnerabilities contained within the Product that have become publicly known to exist and are exploitable, Contractor will release a Security Patch in a faster timeframe based on the risk created by the Vulnerability, which timeframe should be no longer than thirty (30) days. For the avoidance of doubt, Contractor is not responsible for creation of Security Patches for Vulnerabilities in the Product that is caused solely by the Off-the-Shelf Software installed by Metro Government.
- 3 Timeframe for Compatibility Certification.** Contractor shall promptly Certify General Compatibility of a Security Patch for third party software which the Product is dependent upon when such patch is released. For a Security Patch for Microsoft Windows Operating Systems, Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days, and shall Certify General Compatibility of an Important Security Patch within thirty (30) days, from the release of the patch. For Security Patches for Off-the-Shelf Software (OTS), Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days and Certify General Compatibility of an Important Security Patch within thirty (30) days from its release. For Security Patch for all other third party software or system, Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days and an Important Security Patch within thirty (30) days from its release. . Contractor shall publish whether the Security Patches are generally compatible with each related Product.
- 4 Notice of Un-patchable Vulnerability.** If Contractor cannot create a Security Patch for a Vulnerability, or Certify General Compatibility of a Security Patch for OTS software, within the timeframe specified herein, Contractor shall notify Metro Government of the un-patchable Vulnerability in writing. Such notice shall include sufficient technical information for Metro Government to evaluate the need for and the extent of immediate action to be taken to minimize the potential effect of the Vulnerability until a Security Patch or any other proposed fix or mitigation is received.
- 5 Vulnerability Report.** Contractor shall maintain a Vulnerability Report for all Products and Services and shall make such report available to Metro Government upon request, provided that Metro Government shall use no less than reasonable care to protect such report from unauthorized disclosure. The Vulnerability Report should (a) identify and track all known Vulnerabilities in the Products or Services on a continuing and regular basis, (b) document all Vulnerabilities that are addressed in any change made to the Product or Service, including without limitation Security Patches, upgrades, service packs, updates, new versions, and new releases of the Product or Service, (c) reference the specific Vulnerability and the corresponding change made to the Product or Service to remedy the risk, (d) specify the critical level of the Vulnerability and the applicable Security Patch, and (e) other technical information sufficient for Metro Government to evaluate the need for and the extent of its own precautionary or protective action. Contractor shall not hide or provide un-documented Security Patches in any type of change to their Product or Service.
- 6 SCCM Compatibility for Windows Based Products.** Contractor Patches for Products that operate on the Microsoft Windows Operating System must be deployable with Microsoft's System Center Configuration Manager.

## **SECTION PES**

### **Physical and Environmental Security**

Contractor shall implement security measures at any Contractor facilities where Sensitive Information is stored. Such security measures must include, at a minimum:

- 1 Contingency Operations.** A documented Disaster Recovery Plan for accessing the facility and the Sensitive Information, and restoring Sensitive Information if needed, in the case of an emergency or crisis.
- 2 Environmental Safeguards.** Reasonable environmental safeguards to protect systems storing Sensitive Information from smoke, heat, water, fire, humidity, or power surge damage.
- 3 Access Control.** Appropriate controls which ensure that only authorized personnel are allowed physical access to the facility. Examples of appropriate controls include, but are not limited to: signage; personnel badges and controlled badge access; visitor sign in, escort, and sign out; security guards; and video surveillance for information centers which store Sensitive Information.
- 4 Maintenance Records.** Contractor shall conduct regular maintenance on systems which contain Sensitive Information and to facility's physical and environmental controls (e.g., temperature, physical access). Contractor shall maintain documentation of any repairs or maintenance performed on the systems or facility and shall provide Metro Government a copy of such records upon its reasonable request.
- 5 Physical Safeguards.** Contractor shall use best efforts to prevent theft or damage to Contractor systems or storage media containing Sensitive Information. Such efforts shall include, but are not limited to:
  - 5.1** Protecting systems or devices that contain un-encrypted Sensitive Information with physical barriers such as locked cabinet, floor to ceiling room, or secured cage.
  - 5.2** Not storing Un-encrypted Sensitive Information in "multi-party" shared physical environments with other entities.
  - 5.3** Not transporting or shipping un-encrypted media which stores Sensitive Information unless the information is sanitized through full media overwrite (at least one complete pass), or media destruction through shredding, pulverizing, or drive-punching (e.g., breaking the hard drive platters).
  - 5.4** In the event Products generate, store, transmit or process Sensitive Information and the Product does not support encryption, Contractor shall be solely responsible for the provision of physical security measures for the applicable Products (e.g., cable locks on laptops).

## **SECTION REM**

### **Remote Access to Metro Government Network/System**

#### **1 B2B VPN or Private Circuit Requirements.**

- 1.1 For Contractor's Business to Business ("B2B") or private circuit network connections which terminate on the outside of the Metro Government Network, Contractor must protect such connections by an International Computer Security Association Labs certified firewall.
- 1.2 Government may deny any traffic type due to risk and require Contractor to use a more secured protocol. Microsoft protocols such as those used in Window File Shares are considered risky and will not be allowed.
- 1.3 B2B Virtual Private Network ("VPN") connections to the Metro Government Network will only terminate on Metro Government managed network infrastructure.
- 1.4 Contractor shall authenticate the VPN to the Metro Government Network using at least a sixteen (16) character pre-shared key that is unique to the Metro Government.
- 1.5 Contractor shall secure the VPN connection using Strong Encryption.
- 1.6 Contractor shall connect to the Metro Government Network using a device capable of Site-to-Site IPSec support.
- 1.7 Contractor shall connect to the Metro Government Network using a device capable of performing policy-based Network Address Translation (NAT).
- 1.8 Contractor shall connect to the Metro Government Network through the Metro Government VPN concentrator.
- 1.9 Contractor shall not implement any form of private circuit access to the Metro Government network without prior written approval from the Metro Government ITS Department.
- 1.10 Metro Government reserves the right to install filtering or firewall devices between Contractor system and the Metro Government Network.

#### **2 Requirements for Dial-In Modems.**

- 2.1 If Contractor is using an analog line, the analog line shall remain disconnected from the modem when not in use, unless Metro Government has expressly authorized permanent connection.
- 2.2 Contractor shall provide the name of the individual(s) connecting to Metro Government Network and the purpose of the connection when requesting connectivity.

#### **3 System / Information Access.** Contractor and its Agents shall only access system, application 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 Metro Government security controls.

#### **4 Remote Access Account Usage.**

- 4.1 Upon request, Contractor shall provide Metro Government with a list of active Agent user accounts and access levels and other information sufficient for Metro Government to deactivate or disable system access if it deems appropriate.
- 4.2 Contractor may not share Metro Government-issued ID's, or any user accounts which grant access to Metro Government Network or Metro Government systems.

- 4.3 Contractor Agent shall use unique accounts assigned to the Agent to perform work. Service accounts (or accounts that are configured and used by systems to gain access to information or other systems) may not be used by Contractor Agents to access any system.

## **5 Metro Government Network Access Requirements.**

- 5.1 Contractor shall only use Contractor systems which are compatible with Metro Government Remote Access technology to access Metro Government Network. If Contractor does not have a system that is compatible, it is Contractor's responsibility to obtain a compatible system.
- 5.2 Contractor shall implement security controls to protect Metro Government Network from risk when its systems or Agents connect to the Metro Government Network. Such controls include, but are not limited to:
- 5.2.1 Installing and maintaining ICSA Labs certified Anti-virus Software on Contractor system and, to the extent possible, use real time protection features. Contractor shall maintain the Anti-virus Software in accordance with the Anti-virus Software Contractor's recommended practices.
  - 5.2.2 Contractor may not access the Metro Government Network with systems that may allow bridging of the Metro Government Network to a non-Metro Government network.
  - 5.2.3 Contractor shall only access the Metro Government Network with systems that have the most current Security Patches installed.

## **6 Use of Remote Support Tools on Metro Government Network.**

- 6.1 Contractor shall connect to the Metro Government Network using only Metro Government provided or approved Remote Access Software.
- 6.2 Contractor shall not install or implement any form of permanent Remote Access (e.g., GotoMyPC) on the Metro Government Network or Metro Government systems.

## **7 Remote Control Software**

- 7.1 Contractor may not install any form of Remote Control Software on systems that are maintained or administered by Metro Government without Metro Government's consent. Contractor is only allowed to install Remote Control Software on Contractor Managed Systems.
- 7.2 Remote Control Software must secure all network traffic using Strong Encryption.
- 7.3 Contractor shall ensure that Remote Control Software contained within the Product supports the logging of session establishment, termination, and failed login attempts. Each log entry must include the following information about the logged event: date and time of event; type of event; event description; user associated with event; and network identifiers (IP address, MAC Address, etc.) or logical identifiers (System name, port, etc.). For Contractor Maintained Systems, Contractor shall ensure that such systems are configured to do the above.
- 7.4 Remote Control Software shall not provide escalation of user account privileges.
- 7.5 Contractor shall only access the Metro Government Network via Metro Government approved remote access methods. Contractor shall not supply Products, nor make configuration changes that introduce non-approved forms of Remote Access into the Metro Government Network.



**SECTION VMGT****Contractor Managed System Requirements****1 Vulnerability and Patch Management.**

- 1.1 For all Contractor Managed Systems that store Metro Government Information, Contractor will promptly address Vulnerabilities through Security Patches. Unless otherwise requested by Metro Government, Security Patches shall be applied within fourteen (14) days from its release for Critical Security Patches, thirty (30) days for Important Security Patches, and twelve (12) months for all other applicable Security Patches. Contractor may provide an effective technical mitigation in place of a Security Patch (if no Security Patch is available or if the Security Patch is incompatible) which doesn't materially impact Metro Government's use of the system nor require additional third party products.
- 1.2 If the application of Security Patches or other technical mitigations could impact the operation of Contractor Managed System, Contractor agrees to install patches only during Metro Government approved scheduled maintenance hours, or another time period agreed by Metro Government.
- 1.3 Contractor Managed Systems on the Metro Government Network or Metro Government Infrastructure, the Metro Government retains the right to delay patching for whatever reason it deems necessary.
- 1.4 Metro Government will monitor compliance and check for Vulnerabilities on all Products on the Metro Government Network or Metro Government Infrastructure. Contractor shall provide Metro Government administrative credentials upon request for the purpose of monitoring compliance of a given Product. Metro Government will not knowingly change configurations of the Contractor Managed Systems without prior approval from Contractor.
- 1.5 Government may monitor compliance of Contractor Managed Systems. Contractor agrees to allow Metro Government to check for Vulnerabilities during agreed upon times using mutually agreed upon audit methods.
- 1.6 Contractor shall use all reasonable methods to mitigate or remedy a known Vulnerability in the Contractor Managed System according to the level of criticality and shall cooperate fully with Metro Government in its effort to mitigate or remedy the same. Upon Metro Government's request, Contractor shall implement any reasonable measure recommended by Metro Government in connection with Contractor's mitigation effort.

**2 System Hardening.**

- 2.1 Contractor Managed Systems, Contractor shall ensure that either: (i) file shares are configured with access rights which prevent unauthorized access or (ii) Contractor shall remove or disable file shares that cannot be configured with access controls set forth in (i) hereof. Access rights to file shares that remain under (i) must use the Principle of Least Privilege for granting access.
- 2.2 In the event that Contractor is providing Products or systems that are to be directly accessible from the Internet, Contractor shall disable or allow disabling by Metro Government of all active or executed software components of the Product or system that are not required for proper functionality of the Product or system.
- 2.3 Contractor shall ensure that Contractor Managed Systems are synchronized with reliable time sources and have the proper time zone set or no time offset (e.g., GMT or UTC). In the case of systems residing on the Metro Government Network, Contractor shall ensure that all such systems are synchronized with an Metro Government corporate timeserver in their respective Regional Information Centers (RDC).
- 2.4 For Contractor Managed Systems, Contractor shall remove or disable any default or guest user accounts. Default accounts that cannot be removed or disabled must have their default password changed to a Strong Password that is unique to the respective site and Metro Government.
- 2.5 For Contractor Managed Systems, Contractor shall ensure that the system is configured to disable user accounts after a certain number of failed login attempts have occurred in a period of time less than thirty (30) minutes of the last login attempt or that system monitoring and notification is configured to alert system administrators to successive failed login attempts for the same user account.



### **3 Authentication.**

- 3.1** Contractor shall assign a unique user ID to any Agent or end user who accesses Sensitive Information on Contractor Managed Systems. This unique ID shall be configured so that it enables tracking of each user's activity within the system.
- 3.2** Contractor agrees to require authentication for access to Sensitive Information on Contractor Managed System.
- 3.3** Contractor agrees to configure the system to support Strong Authentication for accessing Sensitive Information from any Open Network (e.g., Internet, open wireless). For avoidance of doubt, Metro Government Network is considered a trusted network.
- 3.4** Contractor shall configure the system to expire passwords at least every one-hundred and eighty (180) days and require a password change on the next successful login. For system that cannot support Strong Passwords, Contractor shall configure the system to expire passwords every ninety (90) days.
- 3.5** Unless otherwise agreed by Metro Government, Contractor shall ensure that Contractor Managed Systems will require Strong Password for user authentication.

**4 Automatic Log off.** Contractor shall configure systems which store Sensitive Information to automatically logoff user sessions at the most after 20 minutes of inactivity.

**5 User Accountability.** Contractor shall report to Metro Government, on request, all user accounts and their respective access rights within the system within five (5) business days or less of the request.

**6 Information Segregation, Information Protection and Authorization.** Contractor shall implement processes and/or controls to prevent the accidental disclosure of Metro Government Sensitive Information to other Contractor Metro Governments, including an Affiliates of Metro Government.

**7 Account Termination.** Contractor shall disable user accounts of Agents or Metro Government end users for the system within five (5) business days of becoming aware of the termination of such individual. In the cases of cause for termination, Contractor will disable such user accounts as soon as administratively possible.

### **8 System / Information Access.**

- 8.1** Contractor and its Agents shall only access system, application 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 Metro Government security controls.
- 8.2** Contractor agrees to use the Principle of Least Privilege when granting access to Contractor Managed Systems or Metro Government Information.

### **9 System Maintenance.**

- 9.1** Contractor shall maintain system(s) that generate, store, transmit or process Metro Government Sensitive Information according to manufacturer recommendations. Contractor shall ensure that only those personnel certified to repair such systems are allowed to provide maintenance services.
- 9.2** Contractor shall keep records of all preventative and corrective maintenance on systems that generate, store, transmit or process Metro Government Sensitive Information. Such records shall include the specific maintenance performed, date of maintenance, systems that the maintenance was performed on including identifiers (e.g., DNS name, IP address) and results of the maintenance. Upon request by Metro Government, Contractor shall supply such record within thirty (30) days.

# Exhibit C

## Master Services Agreement



**InfoSapient, Inc.**



**Metropolitan Government of Nashville and Davidson County**  
**Information Technology Services**





## MASTER SERVICES AGREEMENT

This agreement ("Agreement") is hereby entered between InfoSapient, Inc. with offices at 7777 Glades Rd, Ste 100, Boca Raton, FL 33434 (hereinafter referred to as the "InfoSapient") and Metropolitan Government of Nashville and Davidson County with offices at 1700 2<sup>nd</sup> Ave South, Suite 301, Nashville, TN 37219 (hereinafter referred to as "Metro") on the following terms and conditions:

1. General Undertaking. The parties are entering into this Agreement to establish a relationship whereby Metro is commissioning InfoSapient to provide professional services, managed services, advice and recommendations on Information Technology areas relative to InfoSapient's areas of expertise. A Statement of Work will be created for projects and tasks as needed.
2. Term of Agreement. This Agreement shall remain in effect from the date of execution. Termination of this agreement can be initiated by either party with a sixty (60) day written notice. Termination shall have no effect on Metro's obligation to pay the applicable labor rate or an equitable portion of any Fixed Price for Services that are rendered prior to the effective date of termination.
3. Nature of Agreement. InfoSapient is being hired to perform the Services and provide the Deliverables as established in the agreed upon Statement of Work. Warranty work is considered a normal part of work performed under this Agreement at the rates specified. Unless otherwise stated, all work schedules shall be considered reasonably accurate estimates, subject to revision.
4. Price & Payment.
  - (a) Price. InfoSapient's billable price is established in the Statement of Work generated for each project or task. The price includes InfoSapient's wages, overhead, general and administrative expenses and all other indirect costs and profit to be recovered or charged under this Agreement. InfoSapient shall pay its personnel at least the minimum wage applicable to each labor classification.
  - (b) Invoices. The price for all Services shall be invoiced monthly as work progresses (but in no event later than forty-five (45) days after such Services are rendered).
  - (c) Payment. Payment shall be made within thirty (30) days after date of invoice. Metro may not withhold or "setoff" any amounts due hereunder.
  - (d) Out-of-Pocket Costs. Except as otherwise set forth in this Agreement, prices quoted for Services exclude InfoSapient's reasonably anticipated out-of-pocket costs for travel. All Metro related travel expenses such as flight, hotel, car rental, meals, etc. will be reimbursed by Metro subject to prior approval. Any extraordinary expenses shall be subject to good faith negotiation by the parties.
5. Testing & Acceptance. If the Deliverables provided under this Agreement will be of a nature suitable for testing, the parties shall mutually agree on reasonable testing procedures to determine whether the particular Deliverable substantially complies with the applicable Specifications. Deliverables shall be deemed accepted if not rejected within ten (10) days or if Metro makes modifications or beneficial use of them.
6. Proprietary Rights. Metro shall own all right, title and interest in the Custom Work Product to the extent such materials provide analyses, findings, recommendations or designs uniquely related to the project. InfoSapient expressly acknowledges and agrees that the Custom Work Product constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) owned exclusively by Metro and, alternatively, hereby irrevocably assigns to Metro all ownership rights and irrevocably waives all other rights (including moral rights) it might have in the Custom Work Product. InfoSapient shall, at any time upon request, execute any documentation required by Metro to vest exclusive ownership of the Custom Work Product in Metro (or its designee). InfoSapient retains full ownership of any underlying





## MASTER SERVICES AGREEMENT

techniques, methods, processes, skills or know-how used in developing the Custom Work Product and is free to use such knowledge in future projects.

7. Confidential Information. Notwithstanding the foregoing, InfoSapient understands that Metro is subject to the Tennessee Public Records Act, which Act legally obligates Metro to produce public records, not otherwise exempt from publication by state law, to citizens of Tennessee upon request. If InfoSapient's documents are requested of Metro pursuant to Tenn. Code Ann § 10-7-501 et seq., Metro will provide InfoSapient with prompt written notice thereof prior to production.

(a) Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including, without limitation, source code and design materials for Custom Work Product and other materials expressly designated or marked as confidential. Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party, or (iii) information received by a party from a third party who was free to disclose it.

(b) Covenant Not to Disclose. Each party hereby agrees that during the Term described in Section 2 ("Term of Agreement"), it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees having a "need to know," and to such other recipients as the other party may approve in a signed writing. Neither party shall disassemble, or reverse engineer any Custom Work Product owned by the other party and made available in object code form and any information obtained in violation of this restriction shall be deemed Confidential Information owned exclusively by the owner of the original materials. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than due diligence and care. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party any proprietary, copyright, trademark or trade secret legend.

8. Non-circumvention. During the Term and for a period of one (1) year thereafter, Metro agrees not to hire, solicit, nor attempt to solicit the services of any employee or sub-contractor of InfoSapient without the prior written consent of InfoSapient. However, notwithstanding the foregoing, this Section 8 shall not prohibit a party from soliciting, hiring or engaging Personnel who respond to a general advertisement or solicitation not specifically targeted at the other party's Personnel; or who initiate, directly or indirectly, discussions with such party regarding potential employment.

9. Injunctive Relief. It is agreed that preliminary and permanent injunctive relief shall be available.

10. Warranties.

(a) Non-infringement Warranty. InfoSapient represents and warrants to the best of its knowledge and belief that the Deliverables (including Custom Work Product) will not infringe or misappropriate any United States copyright, trademark, patent, or the trade secrets of any third persons. Upon being notified of such a claim, InfoSapient shall (i) defend through litigation or obtain through negotiation the right of Metro to continue using the Deliverable; (ii) rework the Deliverable to make it non-infringing while preserving the original functionality, or (iii) replace the Deliverable with functionally equivalent material. If none of the foregoing alternatives provide an adequate remedy, Metro may terminate all or any part of this Agreement and recover amounts paid hereunder with respect to the infringing Deliverable.

(b) Limited Performance Warranty. InfoSapient represents and warrants for a period of thirty (30) days from the date of delivery ("Warranty Period") that it will make its best effort to correct any





## MASTER SERVICES AGREEMENT

material defect that prevents the Deliverable from operating substantially in accordance with the Specifications.

(c) Warranty Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION ("WARRANTIES") INFOSAPIENT HEREBY DISCLAIMS WITH RESPECT TO ALL SERVICES, SOFTWARE, CUSTOM WORK PRODUCT OR OTHER DELIVERABLES PROVIDED HEREUNDER, ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Remedies & Liabilities. Notwithstanding anything in this Provision 11 to the contrary, these provisions will not apply to the extent they are finally determined by a court of competent jurisdiction, including appellate review if pursued, to violate the laws or Constitution of the State of Tennessee. The parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk:

(a) Remedies. Except for certain injunctive relief authorized under Section 9 ("Injunctive Relief"), Metro's sole and exclusive remedies for InfoSapient's default hereunder shall be (i) to obtain the repair, replacement or correction of the defective services or deliverable to the extent warranted under Section 10 ("Warranties") or, if InfoSapient reasonably determines that such remedy is not economically or technically feasible, (ii) to obtain an equitable partial or full refund of amounts paid with respect to the defective services or deliverable.

(b) Liabilities. INFOSAPIENT SHALL NOT BE LIABLE FOR ANY AMOUNT EXCEEDING THE TOTAL PORTION OF THE CONTRACT PRICE ACTUALLY PAID BY METRO FOR THE DELIVERABLE AT ISSUE. IN NO EVENT SHALL EITHER PARTY BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS, PROFIT OR BUSINESS INTERRUPTION EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY) ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT.

12. Notices. Notices sent to either party shall be effective when delivered in person or transmitted electronically by email or fax, or one (1) day after being sent by overnight courier, or two (2) days after being sent by first class mail postage prepaid to the address on the first page hereof or such other address as a party may give notice. An email or fax of this Agreement shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.

13. Termination. This Agreement shall terminate upon expiration (if any) of the Term described in Section 2 ("Term of Agreement"). In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and fails after receipt of notice of default to correct such default promptly or to commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to completion. Termination shall have no effect on the parties' rights or obligations under Section 7 ("Confidential Information"), Section 8 ("Non-circumvention"), Section 9 ("Injunctive Relief") or Section 10 ("Warranties").

14. Disputes & Choice of Law. Except for certain emergency judicial relief authorized under Section 9 ("Injunctive Relief") which may be brought in a court of competent jurisdiction at any time, the parties agree that all disputes between them shall first be subject to the procedures in Section 13. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE UNITED STATES AND TENNESSEE, AND ANY ACTION SHALL BE INITIATED AND MAINTAINED IN A FORUM OF COMPETENT JURISDICTION IN SUCH DESIGNATED STATE.

15. Independent Status. Each party and its people are independent in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a





MASTER SERVICES AGREEMENT

partnership, joint venture, association or employment relationship between the parties.

16. Security, No Conflicts. Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other government and shall promptly notify the other party if any such conflict arises during the Term.

17. Insurance. InfoSapient will maintain Commercial General Liability insurance with limits of \$1,000,000 and Professional Liability Insurance with limits of \$2,000,000. InfoSapient represents and warrants that InfoSapient maintains workers' compensation insurance coverage and that such coverage shall be in full force and effect during the term of this Agreement, and InfoSapient acknowledges that InfoSapient has sole responsibility for such coverage. Metro is Self-Insured and will provide documentation evidencing.

18. Compliance with Export Regulations. Metro has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals. Metro shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by U.S. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce. This provision and the assurances made herein shall survive termination of this Agreement.

19. Miscellaneous. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred or assigned by Metro without InfoSapient's prior written consent and any attempt to the contrary shall be void. Neither party shall be liable for delays caused by events beyond its reasonable control. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Metropolitan Government of Nashville and Davidson County	InfoSapient, Inc.
Name:	Name:
Signature:	Signature:
Title:	Title:
Date:	Date:

Contract 6462599

PROFESSIONAL SERVICES  
STATEMENT OF WORK

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**Exhibit D - Statement of Work**  
**EBS SUPPORT**

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## 1 INTRODUCTION

Metropolitan Government of Nashville and Davidson County Information Technology Services (“Client” or “Metro”), which is entering this SOW on behalf of itself and its subsidiaries, is headquartered in Nashville, TN.

## 2 PURPOSE

Metro is going through a migration of its Oracle E-Business Suite (EBS) to Oracle Public Cloud and has engaged InfoSapient, Inc. (“Consultant” or “InfoSapient”) to assist with the validation and verification of services, configurations, options, etc. provided by OPC.

## 3 TRUSTED PARTNER

InfoSapient has worked in close concert with Metro on current and past projects. As a trusted advisor, InfoSapient will continue to provide best in class service to ensure the established trust continues through this engagement.

## 4 SCOPE

Consulting services will be delivered with scope defined as follows to be part of this initiative:

- All OPC environments setup for EBS.

## 5 DELIVERABLES

As the deliverable under this initiative are for the Consultant to provide following:

- Provide guidance to Metro DBA team on Oracle EBS 12.2 items related to:
  - Performance.
  - Tuning.
  - Patching.
- Validate overall EBS functionality after the following activities.
  - Patching.
  - Post-refresh.
  - Newly provisioned environments.
- Advise Metro DBA with opening RFCs to ensure speedy resolution to issues.
- Provide input and direction on slow moving RFCs in areas of Apps DBA responsibilities.
- Liaise between OPC and Metro team on Apps DBA items requiring a high level of technical expertise.
- Assist Metro DBA team with supporting functional group when required.

## 6 CHANGES

Any changes Deliverable or if additional areas are identified as part of the solution or scope as set forth in this SOW require, prior to the initiation of work effort being performed, a mutually executed Change Order describing the cost and schedule impact will be required.

## 7 ASSUMPTIONS

The project time estimates, and associated fees quoted within this Statement of Work are based on the following assumptions and responsibilities. Should any element(s) of these be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Statement of Work.

- Every attempt has been made to accurately estimate time required to successfully complete the project. Client acknowledges all listed assumptions and responsibilities and agrees that should these be violated, if impediments or complications arise or if changes in scope are requested or required, the length of the project and associated price could be impacted.
- Prior to the start of engagement, Client will provide the engineer(s) assigned to the project with instructions, VPN access, and login credentials.
- Consultant is not responsible for delays caused by failures outside of its control, including but not limited to, failures caused by systems, personnel or environmental causes or in using incorrect or insufficient data provided by Client.
- Consultant will not develop applications as a part of this Statement of Work.
- Consultant engineers shall not perform, nor volunteer to perform, engineering and/or consulting tasks that are outside their skill sets and experience. Consultant has the right to decline a Service request if the request falls outside the scope of this Statement of Work.

### 7.1 Consultant Responsibilities

- Provide professional, knowledgeable and qualified staff to deliver Services as described in this Statement of Work.

### 7.2 Client Responsibilities

- Performing a full working backup of its network prior to commencement of the Services. Consultant is not responsible for lost data.
- Provide Consultant in writing with any restrictions or requirements regarding the consultant's use of personal equipment in advance of the commencement of the project.



- Supply the necessary administrative usernames and passwords available to Consultant.
- Provide Consultant with detailed and accurate information regarding its current network environment.
- Supply Consultant with a professional workspace and remote network access to provide the Services.
- Grant access to building(s), room(s), and network(s) as necessary to complete the Services.
- Provide all software licensing required to perform the Services and ensure working status of all pertinent hardware components.

## **8 SERVICE DELIVERY**

All services will be delivered remotely during the 8:00 a.m. to 5:00 p.m. workday excluding Client and Consultant holidays. Work on weekends, late night, and on holidays is excluded from this engagement.

## **9 PROJECT VARIABLES**

- All software and hardware defects identified during the project are the responsibility of manufacturer to resolve. Client and Consultant will work with manufacturer for defect resolution; however, timelines and budgets may be impacted during the remediation process. This may impact project schedules and result in additional service costs. Client and Consultant will work towards expedited resolution of such matters.
- A Change Order will be issued by Consultant to address the additional costs of remediation if applicable. Due to time sensitive impact of defect resolution on project timeline and delivery, remediation costs must be approved by Client within two (2) business days of issue discovery while Consultant and Client continue to work the issue with manufacturer or other third parties.
- If Client staff is not available when scheduled in the project work plan, Consultant will document the delay and resulting impact(s). Delays effecting time and/or cost will be managed using the change control process.
- The schedule & budget outlined in this SOW assumes no major issues arise during testing such as software bugs, system performance, or network issues. Such hardware and software issues will be worked jointly by Client and Consultant but could potentially cause delays and therefore add cost. Consultant



will bill for these hours and submit change request(s) through the change control process to cover the added cost to the project.

## 10 CHANGE CONTROL PROCESS

- Proactively managing scope is a critical element of effective project management practice by the Client and Consultant. All project team members from both organizations should work together to manage the scope of the project and to control the extent of scope changes.
- Understanding that scope creep (the gradual and incremental expansion of scope) is commonly a cause of challenges and sometimes even project failure.
- Uncovering increasing complexities, variants, and exceptions for requirements and solution can lead to significant change.
- Scope management, in addition to monitoring the scope of work inside and outside of a project, also includes the maintenance and validation of contract terms and conditions.
- The investigation of a proposed change should evaluate its effect on the budget, schedule, and resources.
- The Client project manager should verify that the Client's organization understands, up front, that a scope "Change Request" may initiate a review of the Risk Plan (if created) and may necessitate contingency plans for certain types of project risks.
- It is critical to clearly define the project when establishing and managing the Client organization's expectations regarding the professional services and/or work products to be delivered during the project.
- Potential scope change requests should be initially identified and logged as issues. After identifying that an issue will result in a major change to the approved project scope, timeline, costs, resources, or quality, the issue should be identified as a scope change request.
- Most scope change requests should consider several alternatives, such as out-of-the-box software solutions; manual processes; audit reports; system modification or enhancement; or third-party system solutions.

## 11 SCHEDULING

Scheduling will be discussed and agreed upon after the signed Statement of Work is received. Minimum lead time for scheduling is seven (7) business days from the receipt of the signed SOW. A more aggressive schedule can be supported based on availability. Normal scheduling time may take up to 2 weeks based on Consultant project load and resource availability. All efforts will be made to meet schedule requirements. If Consultant is unable to begin the services

within three (3) weeks of Client's execution of this SOW, Client may at its sole option terminate this SOW and Consultant shall promptly issue a full refund of any prepaid fees to Client.

Neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control, except for payment obligations.

## **12 PERSONNEL**

Given the timeline, resources with major and complementary roles have been identified to provide a focused yet broad base of expertise and experience. Below is the number of personnel to be included:

- Oracle EBS Subject Matter Resource (SMR) to assist and deliver services listed under Deliverables.

## **13 ACCEPTANCE AND COMPLETION CRITERIA**

Acceptance occurs on the earlier of: (a) Client's issuance of written acceptance of the deliverable to Consultant, or (b) thirty (30) days following written notification by Consultant to Client stating completion of all deliverables. Client must notify Consultant in writing of its non-acceptance of a part or all the deliverables within the thirty (30) day timeframe.

## **14 DELIVERABLE SCHEDULE**

The estimated deliverable schedule is listed in Table 1 and is for estimating overall timelines needed to complete the project. Actual calendar time for completion of each component may vary due to usual project variables such as resource availability or unforeseen complications and issues. In all cases, best effort will be the goal to provide timely project completion.



<b>Table 1 - Deliverable Estimated Schedule</b>	
<b>Project Component</b>	<b>Months</b>
o Deliver services as needed beginning Nov 1 <sup>st</sup> 2019	12
<b>Total Time</b>	<b>12</b>

## 15 TRAVEL EXPENSES

Client will reimburse Consultant for any out-of-pocket expenses reasonably incurred by in connection with the delivery of services, including travel and travel-related expenses. Travel expenses must be pre-approved by Client in writing and will be billed at actual cost.

## 16 RATE AND PAYMENT TERMS

Consultant rate and payment terms is listed in Table 2. Any major change caused by unforeseen parameters will be presented immediately to appropriate Client team lead. Invoices will be submitted monthly at the beginning of each month for the previous month.

<b>Table 2 - Rate and Payment Schedule</b>	
<b>Consultant Rate</b>	<b>Payment Terms</b>
\$150 per Hour	Net 30

## 17 SIGNATURE PAGE

We look forward to a successful business relationship.

Metro	InfoSapient, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

**PLEASE SELECT ONE\*:**

*A Purchase Order for payment is required.*

*PO# \_\_\_\_\_*

*A PO is not required for payment.*

***\*NOTE: If neither box is checked, this order will not be processed.***

***If a PO is required, order will not be processed until PO is received.***



## 18 PROJECT CHANGE REQUEST FORM

<b>Project Change Request Form</b>			
Client: Metro		Location: Nashville, TN	
Address: 1700 2nd Ave South, Suite 301, Nashville, TN 37219		Project Name: Oracle EBS Migration Support	
Client Contact:		Consultant Contact:	
Date Submitted:		Change Request #:	
REQUESTOR INFORMATION			
Name		Title:	
Telephone		Project ID:	
E-mail Address			
Detailed Description of Proposed Change (Add Attachments If Necessary)			
Reason for Proposed Change (Add Attachments If Necessary)			
Impact of Change to Be Implemented (Add Attachments If Necessary)			
Project schedule impact: Project cost impact:			SOW Amendment Required? <input type="checkbox"/> Yes <input type="checkbox"/> No
APPROVED BY	TITLE	DATE APPROVED	SIGNATURE
Client:		Date:	
Consultant:		Date:	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/17/2019

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<b>INSURED</b> INFOSAPIENT INC 7777 GLADES RD STE 100 BOCA RATON FL 33434-4150	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC#</b>
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	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
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							BODILY INJURY (Per person)		
							BODILY INJURY (Per accident)		
							PROPERTY DAMAGE (Per accident)		
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			46 SBM AD2940	05/01/2019	05/01/2020	EACH OCCURRENCE	\$1,000,000	
							AGGREGATE	\$1,000,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		46 WEC AS3454	12/01/2018	12/01/2019	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER	E.L. EACH ACCIDENT	\$1,000,000
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Purchasing Agent,  
 Metropolitan Government of Nashville  
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 METRO COURTHOUSE  
 NASHVILLE TN 37201

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AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person)  BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			46 WEC AS3454	12/01/2019	12/01/2020	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

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AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/02/2019

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FOR INFORMATIONAL PURPOSES ONLY  
 7777 GLADES RD STE 100  
 BOCA RATON FL 33434-4150

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<b>INSURED</b> INFOSAPIENT INC 7777 GLADES RD STE 100 BOCA RATON FL 33434-4150	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC#</b>	
	INSURER A : Hartford Fire and Its P&C Affiliates		00914	
	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			
	INSURER F :			

**COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																				
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC. OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY  GENERAL AGGREGATE PRODUCTS - COMP/OP AGG																				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)																				
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$						EACH OCCURRENCE AGGREGATE																				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			46 WEC AS3454	12/01/2019	12/01/2020	<table border="0"> <tr> <td></td> <td>PER STATUTE</td> <td><input checked="" type="checkbox"/></td> <td>OTH-ER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE -EA EMPLOYEE</td> <td></td> <td></td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td></td> <td>\$1,000,000</td> </tr> </table>		PER STATUTE	<input checked="" 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
	PER STATUTE	<input checked="" 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																							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Those usual to the Insured's Operations. RE: Contract # 6482599. Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, volunteers are additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

<b>CERTIFICATE HOLDER</b> Purchasing Agent, Metropolitan Government of Nashville and Davidson County METRO COURTHOUSE NASHVILLE TN 37201	<b>CANCELLATION</b> 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 <i>Susan L. Castaneda</i>
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## Certificate Of Completion

Envelope Id: 29C25DEAD13040329544B6F5E451DC63	Status: Completed
Subject: Metro Contract 6462599 with InfoSapient, Inc. (ITS)	
Source Envelope:	
Document Pages: 55	Signatures: 6
Certificate Pages: 17	Initials: 6
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.190

## Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
2/25/2020 8:36:52 AM	prg@nashville.gov	

## Signer Events


Signature	Timestamp
<p>Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p>Sent: 2/25/2020 8:41:39 AM Viewed: 2/25/2020 9:15:45 AM Signed: 2/25/2020 9:16:08 AM</p>
<p>Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p>Sent: 2/25/2020 9:16:11 AM Viewed: 2/26/2020 10:44:59 AM Signed: 2/26/2020 10:46:54 AM</p>
<p>Gregg Nicholson Gregg.Nicholson@nashville.gov Gregg Nicholson Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 2/26/2020 10:56:31 AM ID: f26e4444-6a17-4ee4-80f9-cdfac3569f25</p>	<p>Sent: 2/26/2020 10:46:57 AM Viewed: 2/26/2020 10:56:31 AM Signed: 2/26/2020 10:56:52 AM</p>
<p>Kati Guenther Kati.Guenther@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 2/28/2020 10:14:18 AM ID: 38dcbba4-d33a-4598-979e-f22178073023</p>	<p>Sent: 2/26/2020 10:56:55 AM Viewed: 2/28/2020 10:14:18 AM Signed: 2/28/2020 10:14:41 AM</p>




Signer Events	Signature	Timestamp
<p>Maria Barguil maria.barguil@infosapient.com Business Director InfoSapient Inc Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 2/28/2020 10:50:57 AM ID: eb241e9f-7152-4ff5-b490-31c45b2c9738</p>	<p><i>Maria Barguil</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 76.208.96.97</p>	<p>Sent: 2/28/2020 10:14:44 AM Viewed: 2/28/2020 10:50:57 AM Signed: 2/28/2020 11:10:13 AM</p>
<p>Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>Michelle A. Hernandez Lane</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.191</p>	<p>Sent: 2/28/2020 11:10:16 AM Viewed: 3/2/2020 1:23:02 PM Signed: 3/2/2020 1:23:12 PM</p>
<p>Keith Durbin keith.durbin@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>Keith Durbin</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190</p>	<p>Sent: 3/2/2020 1:23:15 PM Viewed: 3/4/2020 8:17:21 AM Signed: 3/4/2020 8:17:51 AM</p>
<p>Kim McDoniel Kim.McDoniel@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>Kim McDoniel</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190</p>	<p>Sent: 3/4/2020 8:17:54 AM Viewed: 3/4/2020 8:23:24 AM Signed: 3/4/2020 8:24:19 AM</p>
<p>Kevin Cumbo/tlo talia.lomaxodneal@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 3/4/2020 8:23:24 AM ID: e89713c4-115b-433f-b5d4-56219bb1aae1</p>	<p><i>Kevin Cumbo/tlo</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190</p>	<p>Sent: 3/4/2020 8:24:22 AM Viewed: 3/4/2020 1:39:14 PM Signed: 3/4/2020 1:42:06 PM</p>
<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 3/4/2020 1:39:14 PM ID: d19b7794-852c-4ed2-8306-c6af719ae68c</p>	<p><b>Completed</b></p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 3/4/2020 1:42:09 PM Viewed: 3/5/2020 7:52:24 AM Signed: 3/5/2020 8:03:34 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 3/9/2020 8:41:40 AM ID: abcc06f0-6027-4ced-baca-5d93abbc28ca</p>		

Signer Events	Signature	Timestamp
Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 3/5/2020 8:03:40 AM Viewed: 3/5/2020 11:38:03 AM Signed: 3/5/2020 11:39:36 AM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	

**Electronic Record and Signature Disclosure:**  
Accepted: 3/5/2020 11:38:03 AM  
ID: a03ca41b-cc2f-470b-9a92-05a4f41eb9c4

Tara Ladd theresa.costonis@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 3/5/2020 11:39:39 AM Viewed: 3/6/2020 3:03:12 PM Signed: 3/6/2020 3:03:51 PM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	

**Electronic Record and Signature Disclosure:**  
Accepted: 3/6/2020 3:03:12 PM  
ID: ac6c9edd-cb41-4248-9557-1c8883c5bbf3

Elizabeth Waites Elizabeth.Waites@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 3/6/2020 3:03:55 PM Viewed: 3/9/2020 9:41:21 AM Signed: 3/9/2020 9:41:27 AM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	

**Electronic Record and Signature Disclosure:**  
Accepted: 3/9/2020 9:41:21 AM  
ID: af7b7cd4-3282-4d52-b46d-5121f573c1c7

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 3/5/2020 8:03:38 AM Viewed: 3/5/2020 8:32:35 AM Completed: 3/9/2020 9:41:32 AM
	Using IP Address: 170.190.198.100	

**Electronic Record and Signature Disclosure:**  
Accepted: 3/6/2020 1:16:37 PM  
ID: 6e0d7150-8b47-4a97-bded-89662f79e917

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Christopher Wood Christopher.Wood@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 3/9/2020 9:41:31 AM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign



Carbon Copy Events	Status	Timestamp
Dawn Clark Dawn.Clark@nashville.gov Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 3/9/2020 9:41:32 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/9/2020 9:41:32 AM
Certified Delivered	Security Checked	3/9/2020 9:41:32 AM
Completed	Security Checked	3/9/2020 9:41:32 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
DEPARTMENT OF FINANCE – PROCUREMENT  
CONTRACT AMENDMENT JUSTIFICATION FORM**



CA #: 2021040

Date Received: Nov. 24, 2020

**Send an email to [PRG@nashville.gov](mailto:PRG@nashville.gov) and attach completed amendment form and supporting documentation.**

Contract Title: **Database administration support for Oracle hosted E-Business Suite R12 application**  
 Contract Number: 6462599    Amendment Number: 001

Requesting Department: ITS                      Requesting Departmental Contact (Name & Number): Dawn Clark - 26033

Contractor's Business Name: InfoSapient, Inc.                      Name of Contract Signatory: Maria Barguil

Contract Signatory Email Address: maria.barguil@infosapient.com

Address: 7777 Glades Rd Suite 100    City: Boca Raton    ST: FL    Zip: 33434

**Revision Accomplishes: Check all that apply**

<input type="checkbox"/> Term Extension	New End Date: _____	Include revised schedule if necessary
<input checked="" type="checkbox"/> Contract Value Increase	Original Contract Amount <u>200,000</u> Previously Executed Amendment(s) Amount <u>N/A</u> Current Amendment Amount <u>500,000</u> Amendment % Increase <u>250%</u> Proposed Revised Contract Amount <u>600,000</u>	Include revised fee schedules, budget, and total contract value as appropriate
____ Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
____ Terms and Conditions Modification		Include applicable exhibits as appropriate along with appropriate redlines
____ Other (Describe)		Include applicable documentation

**ACCOUNTING INFORMATION:**

BU Number: 14521011    Fund #: 51137    Any Other Accounting Info: 502229

**Procurement will route in DocuSign for Signature**

Department Requester \_\_\_\_\_

*Keith Durbin*

11/29/2020 | 5:30 PM CST

Requesting Department Director's Signature of Approval

Date

2021040

CA #: \_\_\_\_\_

Nov. 24, 2020

Date Received: \_\_\_\_\_

**To be completed by the Procurement Division**

**Contract Amendment is Approved (Additional Comments:** Add \$500k for a total of \$700k.

**Contract Amendment is Denied for** \_\_\_\_\_

**PURCHASING AGENT:** Michelle R. Hernandez Lane **Date:** 12/10/2020 | 8:22 AM

**From:** [Clark, Dawn \(ITS\)](#)  
**To:** [Finance – Procurement Resource Group](#)  
**Subject:** Metro Contract 6462599 with InfoSapient, Inc. (ITS) Amendment  
**Date:** Tuesday, November 24, 2020 8:23:15 AM  
**Attachments:** [Contract Amendment Request Form InfoSapient, Inc 6462599.docx](#)

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Attached is the contract amendment request form to increase the value of the contract for the remaining 4 years based upon the experience of the first year and criticality of this service for the new estimated amount through 2025 end date of the sole source contract. We are ok for the rest of this fiscal year but will need to have the amendment to the value in place sometime in 2021.

**Dawn Clark**

Assistant Director  
Business Applications Solutions and Support  
Metropolitan Government of Nashville and Davidson County  
Information Technology Services  
Office: 615-862-6033  
Fax: 615-862-6295

This email and any files transmitted with it may be confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are not the intended recipient or the person responsible for delivering the email to the intended recipient, be advised that you have received this communication in error. If you have received this communication in error, please notify the sender immediately and in the interim please do not use, disseminate, forward, print or copy this communication.





**Certificate Of Completion**

Envelope Id: F3A7F9B76CB446E9AA7513EF9772D126	Status: Completed
Subject: Contract Amendment Request Form for ITS - A2021040 InfoSapient	
Source Envelope:	
Document Pages: 3	Signatures: 2
Certificate Pages: 15	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185

**Record Tracking**

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
11/24/2020 11:14:46 AM	prg@nashville.gov	

**Signer Events**

Signature	Timestamp
<b>Completed</b>	Sent: 11/24/2020 11:20:00 AM
	Viewed: 11/24/2020 11:35:36 AM
	Signed: 11/24/2020 11:36:09 AM
Using IP Address: 170.190.198.185	

**Electronic Record and Signature Disclosure:**  
 Accepted: 11/24/2020 11:35:36 AM  
 ID: f5faf26a-70e2-42a2-83fb-957dec577fdd

Keith Durbin	<i>Keith Durbin</i>	Sent: 11/24/2020 11:36:10 AM
keith.durbin@nashville.gov		Viewed: 11/29/2020 5:29:55 PM
Security Level: Email, Account Authentication (None)		Signed: 11/29/2020 5:30:11 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

**Electronic Record and Signature Disclosure:**  
 Accepted: 11/29/2020 5:29:55 PM  
 ID: f7a0e94e-a045-4a57-9145-9556d17bb171

Michelle A. Hernandez Lane	<i>Michelle A. Hernandez Lane</i>	Sent: 11/29/2020 5:30:12 PM
michelle.lane@nashville.gov		Viewed: 12/1/2020 10:15:57 AM
Chief Procurement Officer/Purchasing Agent Metro		Signed: 12/10/2020 8:22:04 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

**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

Carbon Copy Events	Status	Timestamp
Dawn Clark Dawn.Clark@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 12/10/2020 8:22:05 AM
Amber Gardner amber.gardner@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 12/10/2020 8:22:06 AM
PRG prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 12/10/2020 8:22:06 AM Resent: 12/10/2020 8:22:10 AM
Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 12/10/2020 8:22:07 AM Viewed: 12/10/2020 9:01:36 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/24/2020 11:20:00 AM
Certified Delivered	Security Checked	12/1/2020 10:15:57 AM
Signing Complete	Security Checked	12/10/2020 8:22:04 AM
Completed	Security Checked	12/10/2020 8:22:07 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## Certificate Of Completion

Envelope Id: AAE3A02ABD6143ED94567E9AFD5ABB9C	Status: Sent
Subject: Metro Contract 6462599 Amendment 1 with InfoSapient, Inc. (ITS)	
Source Envelope:	
Document Pages: 97	Signatures: 11
Certificate Pages: 17	Initials: 7
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185

## Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
1/12/2021 4:17:16 PM	prg@nashville.gov	

## Signer Events

Signature	Timestamp
Marlon Bynum marlon.bynum@nashville.gov Security Level: Email, Account Authentication (None)	Sent: 1/12/2021 4:27:46 PM Viewed: 1/12/2021 4:40:01 PM Signed: 1/13/2021 9:44:15 AM
<i>MB</i>  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/12/2021 4:40:01 PM  
 ID: c2dc7ab0-2723-43ba-9c74-f4527bf86673

Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)	<i>TJR</i>  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 1/13/2021 9:44:18 AM Viewed: 1/13/2021 9:55:48 AM Signed: 1/13/2021 9:55:53 AM
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**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Gregg Nicholson Gregg.Nicholson@nashville.gov Gregg Nicholson Security Level: Email, Account Authentication (None)	<i>GN</i>  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 1/13/2021 9:55:56 AM Viewed: 1/13/2021 2:05:49 PM Signed: 1/13/2021 2:06:03 PM
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**Electronic Record and Signature Disclosure:**  
 Accepted: 1/13/2021 2:05:49 PM  
 ID: ade4dcd9-9303-4223-aec2-d2d66eabfa1b

Rachel Jones Rose.Wood@nashville.gov Finance Admin Metro Finance Dept. OMB Security Level: Email, Account Authentication (None)	<i>Rachel Jones</i>  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 1/13/2021 2:06:07 PM Viewed: 1/14/2021 7:47:06 AM Signed: 1/14/2021 10:29:39 AM
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**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Maria Barguil  maria.barguil@infosapient.com  Business Director  InfoSapient Inc  Security Level: Email, Account Authentication  (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 1/14/2021 2:12:31 PM  ID: 58a39882-10c8-4948-8916-c1d665807d8a</p>	<p><i>Maria Barguil</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 76.208.96.97</p>	<p>Sent: 1/14/2021 10:29:45 AM  Viewed: 1/14/2021 2:12:31 PM  Signed: 1/14/2021 2:16:58 PM</p>
<p>Michelle A. Hernandez Lane  michelle.lane@nashville.gov  Chief Procurement Officer/Purchasing Agent  Metro  Security Level: Email, Account Authentication  (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p><i>Michelle A. Hernandez Lane</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 170.190.198.185</p>	<p>Sent: 1/14/2021 2:17:02 PM  Viewed: 1/14/2021 4:10:41 PM  Signed: 1/14/2021 4:11:12 PM</p>
<p>Keith Durbin  keith.durbin@nashville.gov  Security Level: Email, Account Authentication  (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 1/15/2021 7:08:44 AM  ID: 557e5708-a598-48af-b331-f1fe09b68eca</p>	<p><i>Keith Durbin</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 170.190.198.185</p>	<p>Sent: 1/14/2021 4:11:16 PM  Viewed: 1/15/2021 7:08:44 AM  Signed: 1/15/2021 7:09:15 AM</p>
<p>Tom Eddlemon  Tom.Eddlemon@nashville.gov  Security Level: Email, Account Authentication  (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 1/15/2021 7:13:10 AM  ID: 5ef9e448-2a7d-4679-9af1-a193d59f0be2</p>	<p><i>Tom Eddlemon</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 67.177.190.102  Signed using mobile</p>	<p>Sent: 1/15/2021 7:09:19 AM  Viewed: 1/15/2021 7:13:10 AM  Signed: 1/15/2021 7:16:05 AM</p>
<p>Kevin Cumbo/tlo  taliamaxodneal@nashville.gov  Director of Finance  Security Level: Email, Account Authentication  (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 1/15/2021 10:11:32 AM  ID: 02c5828b-27ee-4f4c-b1cd-b9f160fdfa18</p>	<p><i>Kevin Cumbo/tlo</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 170.190.198.185</p>	<p>Sent: 1/15/2021 7:16:09 AM  Viewed: 1/15/2021 10:11:32 AM  Signed: 1/15/2021 10:12:19 AM</p>
<p>Kevin Crumbo/tlo  taliamaxodneal@nashville.gov  Director of Finance  Security Level: Email, Account Authentication  (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 1/15/2021 10:17:27 AM  ID: 02c5828b-27ee-4f4c-b1cd-b9f160fdfa18</p>	<p><i>Kevin Crumbo/tlo</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 170.190.198.185</p>	<p>Sent: 1/15/2021 10:12:23 AM  Viewed: 1/15/2021 10:17:27 AM  Signed: 1/15/2021 10:17:46 AM</p>

**Electronic Record and Signature Disclosure:**



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

Accepted: 1/15/2021 10:17:27 AM  
ID: 81163c0e-0caf-4b4f-a148-e92014ec0764

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

*BC*

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

Sent: 1/15/2021 10:17:51 AM  
Viewed: 1/15/2021 10:19:18 AM  
Signed: 1/15/2021 10:19:28 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 1/15/2021 10:19:18 AM  
ID: da965c98-5f53-4312-8521-9e6d8b2e5520

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

*Tara Ladd*

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

Sent: 1/15/2021 10:19:32 AM  
Viewed: 1/15/2021 10:20:42 AM  
Signed: 1/15/2021 10:20:57 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 1/15/2021 10:20:42 AM  
ID: e973875d-d2e3-4561-ba9f-71a9de68cb88

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

Sent: 1/15/2021 10:21:05 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events** **Signature** **Timestamp**

**Editor Delivery Events** **Status** **Timestamp**

**Agent Delivery Events** **Status** **Timestamp**

**Intermediary Delivery Events** **Status** **Timestamp**

**Certified Delivery Events** **Status** **Timestamp**

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

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

**COPIED**

Sent: 1/15/2021 10:21:01 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 1/14/2021 9:26:31 AM  
ID: c519a74a-104f-49ad-a1b4-6c2c08ead10f

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

**COPIED**

Sent: 1/15/2021 10:21:03 AM  
Viewed: 1/15/2021 10:21:55 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 1/15/2021 10:20:42 AM  
ID: e973875d-d2e3-4561-ba9f-71a9de68cb88

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

Dawn Clark

Dawn.Clark@nashville.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Kristin Wilson

Kristin.Wilson@Nashville.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

John Cooper

Mayor@nashville.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Elizabeth Waites

Elizabeth.Waites@nashville.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Christopher Wood

Christopher.Wood@nashville.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

1/12/2021 4:27:46 PM

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

Sent: 1/15/2021 10:21:04 AM

Viewed: 1/15/2021 10:23:17 AM

2021 JAN 26 AM 11:54  
FILED METROPOLITAN CLERK

# ORIGINAL

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*METROPOLITAN COUNTY COUNCIL*

Resolution No. RS2021-736

A resolution approving Amendment 1 to the contract between the Metropolitan Government of Nashville and Davidson County and InfoSapient, Inc. for database administration support for the Oracle hosted E-Business Suite R12 application for items related to performance, tuning, patching, and validation along with internal DBA advisory services.

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*Introduced* FEB 02 2021

*Amended* \_\_\_\_\_

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*Adopted* FEB 02 2021

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*Approved* 

*By* FEB 03 2021  
*Metropolitan Mayor*

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**Certificate Of Completion**

Envelope Id: F122D8A1B47545D38556A26AA25620F1	Status: Sent
Subject: Metro Contract 6462599 Amendment 2 with InfoSapient, Inc. (Information Technology Services)	
Source Envelope:	
Document Pages: 86	Signatures: 11
Certificate Pages: 17	Initials: 4
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185


**Record Tracking**

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
8/15/2024 10:37:37 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**

Signer	Signature	Timestamp
Terri L. Ray		Sent: 8/15/2024 11:08:27 AM
Terri.Ray@nashville.gov		Viewed: 8/15/2024 11:16:05 AM
Finance Manager		Signed: 8/15/2024 11:16:10 AM
Metropolitan Government of Nashville and Davidson County		

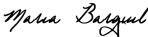
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Gregg Nicholson		Sent: 8/15/2024 11:16:15 AM
Gregg.Nicholson@nashville.gov		Viewed: 8/15/2024 11:20:20 AM
Security Level: Email, Account Authentication (None)		Signed: 8/15/2024 11:20:27 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 8/15/2024 11:20:20 AM  
ID: 5bc04d22-c953-4723-9584-114d7cd102d3

Elizabeth Jefferson		Sent: 8/15/2024 11:20:33 AM
elizabeth.jefferson@nashville.gov		Viewed: 8/15/2024 1:12:55 PM
Security Level: Email, Account Authentication (None)		Signed: 8/15/2024 1:20:48 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 8/15/2024 1:12:55 PM  
ID: d7a47d3b-6abe-48a3-9b6f-9c3b1140bbd4

Maria Barguil		Sent: 8/15/2024 1:20:53 PM
maria.barguil@infosapient.com		Viewed: 8/15/2024 2:35:45 PM
VP Operations		Signed: 8/15/2024 2:37:19 PM
InfoSapient Inc		

**Electronic Record and Signature Disclosure:**



Signer Events	Signature	Timestamp
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Accepted: 8/15/2024 2:35:44 PM  
ID: a2a11a54-5166-44a5-bf85-62227c0cf5fb

Dennis Rowland  
dennis.rowland@nashville.gov  
Purchasing Agent & Chief Procurement Officer  
Security Level: Email, Account Authentication (None)

*Dennis Rowland*

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

Sent: 8/15/2024 2:37:25 PM  
Viewed: 8/16/2024 6:44:50 AM  
Signed: 8/16/2024 6:45:04 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

John Griffey  
John.Griffey@nashville.gov  
CISO  
Metropolitan Government of Nashville and Davidson County  
Security Level: Email, Account Authentication (None)

*John Griffey*

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

Sent: 8/16/2024 6:45:10 AM  
Viewed: 8/16/2024 7:50:44 AM  
Signed: 8/16/2024 7:51:02 AM

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

Kevin Crumbo/mal  
michelle.lane@nashville.gov  
Deputy Director of Finance  
Metro  
Security Level: Email, Account Authentication (None)

*Kevin Crumbo/mal*

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.190

Sent: 8/16/2024 7:51:08 AM  
Viewed: 8/19/2024 1:28:49 PM  
Signed: 8/19/2024 1:29:42 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

*Kevin Crumbo/mjw*

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

Sent: 8/19/2024 1:29:49 PM  
Viewed: 8/19/2024 3:45:43 PM  
Signed: 8/19/2024 3:47:12 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 8/19/2024 3:45:43 PM  
ID: f9a39b38-c319-46c7-88da-d011a7a7fdac

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

*B*

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

Sent: 8/19/2024 3:47:18 PM  
Viewed: 8/19/2024 3:53:10 PM  
Signed: 8/19/2024 3:53:17 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 8/19/2024 3:53:10 PM  
ID: 77cd5f21-ad3f-4acf-b0e6-0bfe9cee4cd6

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

**Completed**

Using IP Address: 170.190.198.100

Sent: 8/19/2024 3:53:23 PM  
Viewed: 8/20/2024 8:56:18 AM  
Signed: 8/20/2024 9:05:59 AM

**Electronic Record and Signature Disclosure:**

Signer Events	Signature	Timestamp
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Accepted: 8/20/2024 8:56:18 AM  
ID: 557473b0-102f-4a61-bd9c-ab98c416d90c

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

*Erica Haber*

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

Sent: 8/20/2024 9:06:07 AM  
Viewed: 8/20/2024 9:12:03 AM  
Signed: 8/20/2024 9:13:27 AM

**Electronic Record and Signature Disclosure:**

Accepted: 8/20/2024 9:12:03 AM  
ID: 4c973ebc-ec07-4086-90c6-769c956fec6f

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

Sent: 8/20/2024 9:13:33 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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John Stewart  
john.stewart@nashville.gov  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 8/15/2024 11:08:28 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Dawn Clark  
Dawn.Clark@nashville.gov  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 8/15/2024 11:08:28 AM  
Viewed: 8/15/2024 12:17:42 PM

**Electronic Record and Signature Disclosure:**

Accepted: 7/2/2024 7:19:54 AM  
ID: 5f3aa598-11ac-41e0-9df3-a463b47b5d7d

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

**Electronic Record and Signature Disclosure:**

Accepted: 8/15/2024 8:29:26 AM  
ID: c2a050bb-c22c-49e0-9467-ca066e873db8

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

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	8/15/2024 11:08:28 AM
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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