

Contract Abstract

Contract Information

Contract & Solicitation Title:

Contract Summary:

Contract Number: Solicitation Number: Requisition Number:

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

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

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

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

Estimated Start Date: Estimated Expiration Date: Contract Term:

Estimated Contract Life Value: Fund:* BU:*

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

Payment Terms: Selection Method:

Procurement Staff: BAO Staff:

Procuring Department: Department(s) Served:

Prime Contractor Information

Prime Contracting Firm: ISN#:

Address: City: State: Zip:

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

Prime Company Contact: Email Address: Phone #:

Prime Contractor Signatory: **Email Address:**

Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program:

Amount: Percent, if applicable:

Equal Business Opportunity (EBO) Program:

MBE Amount: MBE Percent, if applicable:

WBE Amount: WBE Percent, if applicable:

Federal Disadvantaged Business Enterprise:

Amount: Percent, if applicable:

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring):

Summary of Offer

Offeror Name	MBE	WBE	SBE	SDV	LGBTBE	Score	Evaluated Cost	Result
	(check as applicable)					(RFP Only)		
<input type="text" value="KCI Technologies, Inc"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text" value="N/A"/>	<input type="text" value="N/A"/>	<input type="text" value="Approved Sole Source Form"/>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="Select from the Following:"/>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="Select from the Following:"/>



Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County (METRO)** and **KCI Technologies, Inc. (CONTRACTOR)** located at **936 Ridgebrook Road, Sparks, MD 21152**, resulting from an approved sole source signed by Metro's Purchasing Agent (made a part of this contract by reference). This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
 - *Exhibit A - Rates*
 - *Exhibit B - Affidavits*
 - *Exhibit C -MISA Terms and Conditions*
- *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 consulting, development, implementation and managed services for CAL related suite of application replacements for end of life versions of Cityworks, Hanson, ePermits, ePlans, Land Management, and various other similar applications in various departments.

2.2. Delivery and/or Installation.

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

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

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

3. CONTRACT TERM

3.1. Contract Term

The Contract Term will begin on the date (the "Effective Date") of August 28, 2024, or the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office, whichever date last occurs. This Contract Term will end (60) months from the Effective Date.

This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in no event shall the term of this Contract exceed sixty (60) months from the Effective Date, unless executed by amendment.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of \$12,500,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

4.2. Other Fees

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

4.3. Payment Methodology

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

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

4.4. Escalation/De-escalation

This Contract is eligible for annual escalation/de-escalation adjustments. Any request for escalation/de-escalation is capped at 4% annually and must be supported by the Consumer Price Index (CPI). The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the Effective Date of this Contract. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the Effective Date of this Contract.

4.5. Electronic Payment

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

4.6. Invoicing Requirements

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

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

4.7. Subcontractor/Subconsultant Payments

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

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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; provided, however, METRO shall pay CONTRACTOR for all services performed through the date of termination and subject to all conditions for payment set forth herein.

5.3. Notice

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

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

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

6.2. Nondiscrimination Requirement

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

6.3. Equal Business Opportunity (EBO) Program Requirement

The Equal Business Opportunity (EBO) Program is not applicable to this Contract.

6.4. Covenant of Nondiscrimination

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

6.5. Americans with Disabilities Act (ADA)

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

7. INSURANCE**7.1. Proof of Insurance**

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

7.2. Automobile Liability Insurance

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

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.

7.5. Errors and Omissions Insurance

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

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 officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

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

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

7.7. Other Insurance Requirements

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

PROCUREMENTCOI@NASHVILLE.GOV

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

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

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

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

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require 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 to the best of CONTRACTOR'S abilities according to then current industry standards the 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.

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,

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Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer.

8.12. Modification of Contract

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

8.13. Partnership/Joint Venture

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

8.14. Waiver

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

8.15. Employment

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

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

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

8.16. Compliance with Laws

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

8.17. Iran Divestment Act

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

8.18. Boycott of Israel

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

8.19. Taxes and Licensure

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

8.20. Ethical Standards

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

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

8.21. Indemnification and Hold Harmless

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

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

8.22. Attorney Fees

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

8.23. Assignment--Consent Required

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

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

PRG@NASHVILLE.GOV (Preferred Method)

OR

METRO'S PURCHASING AGENT

PROCUREMENT DIVISION

DEPARTMENT OF FINANCE

PO BOX 196300

NASHVILLE, TN 37219-6300

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

8.24. Entire Contract

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

8.25. Force Majeure

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

8.26. Governing Law

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

8.27. Venue

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

8.28. Severability

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

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number: **6555720**

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: **KCI Technologies, Inc.**

Attention: **Heidi Hammel, PMP, GISP**

Address: **936 Ridgebrook Road, Sparks, MD 21152**

Telephone: **443-534-2908**

Fax: **n/a**

E-mail: **heidi.hammel@kci.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: **Legalinc Corporate Services, Inc.**

Attention:

Address: **5865 Ridgeway Center Pkwy, Ste 389, Memphis, TN 38120-4032**

Email:

[SPACE INTENTIONALLY LEFT BLANK]

Notices & Designations
Department & Project Manager

Contract Number	6555720
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The primary DEPARTMENT/AGENCY responsible for the administration of this contract is:

DEPARTMENT	Metro ITS
Attention	Amy Neal
Address	700 President Ronald Reagan Way, Suite 301
Telephone	615-862-6665
Email	amy.neal@nashville.gov

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

Project Manager	Amy Neal
Title	Division Manager
Address	700 President Ronald Reagan Way, Suite 301
Telephone	615-862-6665
Email	amy.neal@nashville.gov

Appendix Z – Contract Administration

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

Vendor Performance Management Plan

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

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

Amendment

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

Escalation

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

Contract Close Out – Purchasing

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

Contract Close Out – BAO

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

Best Practices

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

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

Contract Number 6555720

Effective Date

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

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

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

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle R. Hernandez Lane *[Signature]*
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumboltz *[Signature]*
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Erica Haber *[Signature]*
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Metropolitan Clerk Date

CONTRACTOR:

KCI Technologies, Inc.

Company Name

HEIDI HAMMEL

Signature of Company's Contracting Officer

HEIDI HAMMEL

Officer's Name

Vice President

Officer's Title

EXHIBIT A - RATES FOR CONTRACT 6555720

LABOR CLASSIFICATIONS	HOURLY RATE
Program Manager	\$275.00
Senior Consultant/SME	\$225.00
Change Management Consultant	\$208.00
Marketing Specialist	\$190.00
Senior Project Manager	\$205.00
Project Manager	\$170.00
Senior Business Analyst	\$172.00
Business Analyst	\$145.00
System Architect	\$215.00
Senior Solutions Engineer	\$190.00
Solutions Engineer	\$140.00
Solutions Analyst	\$105.00
Software Development Manager	\$225.00
Database Administrator	\$170.00
Software QC Engineer	\$187.00
Senior Software Developer	\$170.00
Software Developer	\$130.00
Senior Data Analyst	\$160.00
Data Analyst	\$120.00
Data Support Specialist	\$90.00

Rates are capped at 4% annually and must be supported by the Consumer Price Index. Any request for escalation/de-escalation shall be in accordance with Section 4.4 of the Master Agreement.

Affidavits

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

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

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

Employment Requirement: Affiant affirms that Contactor's employment practices are in compliance with applicable United States immigrations laws. M.C.L. 4.40.060.

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

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

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

<https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/library/2022/>

List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_with%20NY05.04.22.pdf

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

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

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

Affiant affirms that Contractor is not currently, and will not for the duration of the awarded Contract, engage in a boycott of Israel for any awarded contract that meets the following criteria:

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

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

And Further Affiant Sayeth Not:

Organization Name: KCI Technologies, Inc.

Organization Officer Signature: Heidi Hammel

Name of Organization Officer: Heidi Hammel, PMP, GISP

Title: Vice President

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).

Exhibit C – MISA Terms and Conditions

Contract 6555720

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

Exhibit C – MISA Terms and Conditions

Contract 6555720

- 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 DEV**Development**

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

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](#).
 - 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 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 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.

Exhibit C – MISA Terms and Conditions

Contract 6555720

- 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/26/2024

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

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

PRODUCER Lyons Insurance Agency Inc 501 Carr Road, Suite 301 Wilmington DE 19809	CONTACT NAME: PHONE (A/C No. Ext): 302-658-5508 FAX (A/C, No): 302-658-1253 E-MAIL ADDRESS: lyons@lyonsinsurance.com												
INSURER(S) AFFORDING COVERAGE													
INSURED KCITECH-01 KCI Technologies, Inc. 936 Ridgebrook Road Sparks, MD 21152	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>INSURER A: National Union Fire Insurance Company of Pittsburg</td> <td style="text-align: right;">NAIC # 19445</td> </tr> <tr> <td>INSURER B: Great American Insurance Co.</td> <td style="text-align: right;">16691</td> </tr> <tr> <td>INSURER C: New Hampshire Insurance Company</td> <td style="text-align: right;">23841</td> </tr> <tr> <td>INSURER D: Zurich American Insurance Co</td> <td style="text-align: right;">16535</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: National Union Fire Insurance Company of Pittsburg	NAIC # 19445	INSURER B: Great American Insurance Co.	16691	INSURER C: New Hampshire Insurance Company	23841	INSURER D: Zurich American Insurance Co	16535	INSURER E:		INSURER F:	
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INSURER D: Zurich American Insurance Co	16535												
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER:** 493698419 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	522-24-13	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	448-95-82	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	TUU 0-20-29-25-12	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 012-01-6190	4/1/2023	4/1/2024	<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
D	Contractor Equipment	Y		CPP 4613089-13	1/1/2024	1/1/2025	Leased/Rented Equip 500,000
D	Inland Marine Policy	Y		CPP 4613089-14	1/1/2024	1/1/2025	Protection/Indemity 1,000,000
A	Hired Auto Physical Damage Limit	Y		448-95-82	4/1/2024	4/1/2025	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Additional Insured(s) below referenced are included as Additional Insured under General & Automobile Liability, for ongoing and completed operations, where required by written contract. Waiver of Subrogation is granted under General, Automobile Liability & Workers' Compensation, where required by written contract & allowable by state law. This insurance is primary and non-contributory to any other insurance. Umbrella Liability is Following Form with the Underlying. If coverage is canceled by the company, notice of cancellation will be provided at least 30 days in advance, subject to state-specific statutes.

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement and automobile liability additional insured endorsement
 Project: RFQ/Contract Number 6555720

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
---	--

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2023
forms a part of Policy No. 448-95-82
issued to **KCI TECHNOLOGIES, INC.**
by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

**ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE
ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR
ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".**

- I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:
- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2023
forms a part of Policy No. 448-95-82
issued to **KCI TECHNOLOGIES, INC.**
by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2023
forms a part of Policy No. 448-95-82
issued to **KCI TECHNOLOGIES, INC.**
by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

EARLY NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

COMMON POLICY CONDITIONS, A. - Cancellation, 2. is amended to read:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
- a. TEN (10)* days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. NINETY (90)* days before the effective date of cancellation if we cancel for any other reason.

*** The notice period provided shall not be less than that required by applicable state law(s).**



**Authorized Representative or
Countersignature (in States Where
Applicable)**

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2023
forms a part of Policy No. 448-95-82
issued to **KCI TECHNOLOGIES, INC.**
by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to be "J.R.B.", written over a horizontal line.

**Authorized Representative or
Countersignature (in States Where
Applicable)**

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2023
forms a part of Policy No. 448-95-82
issued to KCI TECHNOLOGIES, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

FORMS SCHEDULE

EFFECTIVE DATE: 04/01/2023

NAMED INSURED: KCI TECHNOLOGIES, INC

POLICY NO: 522-24-13

CG00010413 COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CG02011217 MARYLAND CHANGES

CG02241093 EARLIER NOTICE OF CANCELLATION PROVIDED BY US

CG20011219 PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

CG20101219 ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

CG20121219 ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS

CG20151219 ADDITIONAL INSURED - VENDORS

CG20321219 ADDITIONAL INSURED - ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

CG20341219 ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

CG20371219 ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

CG21070514 EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - LIMITED BODILY INJURY EXCEPTION NOT INCLUDED

CG21320509 COMMUNICABLE DISEASE EXCLUSION

CG21411219 EXCLUSION - INTERCOMPANY PRODUCTS SUITS

CG21471207 EMPLOYMENT-RELATED PRACTICES EXCLUSION

CG21541219 EXCLUSION - DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

CG21550999 TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCEPTION

CG21861204 EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS

CG22430413 EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY

CG22741001 LIMITED CONTRACTUAL LIABILITY COVERAGE FOR PERSONAL AND ADVERTISING INJURY

CG24041219 WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

CG24121185 BOATS

CG24171001 CONTRACTUAL LIABILITY - RAILROADS

CG26731204 MARYLAND CHANGES - PREMIUM AUDIT CONDITION

ILO0171198 COMMON POLICY CONDITIONS

ILO0210908 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

ILO0230702 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

ILO1090908 VERMONT CHANGES - CIVIL UNION

ILO1150110 NEVADA CHANGES - DOMESTIC PARTNERSHIP

ILO1171210 INDIANA CHANGES - WORKERS' COMPENSATION EXCLUSION

ILO1201013 PENNSYLVANIA CHANGES - DEFENSE COSTS

ILO1251113 COLORADO CHANGES - CIVIL UNION

ILO1260908 VERMONT CHANGES - STATUTORY LIABILITY

ILO1350121 NEW HAMPSHIRE CHANGES - CANCELLATION AND NONRENEWAL

ILO1381015 VIRGINIA CHANGES - CANCELLATION AND NONRENEWAL

ILO1400908 CONNECTICUT CHANGES - CIVIL UNION

ILO1410908 NEW JERSEY CHANGES - CIVIL UNION

ILO1510112 DELAWARE CHANGES - CIVIL UNION

ILO1580908 INDIANA CHANGES

ILO1680312 TEXAS CHANGES - DUTIES

ILO2080907 NEW JERSEY CHANGES - CANCELLATION AND NONRENEWAL

ILO2190615 VERMONT CHANGES - CANCELLATION AND NONRENEWAL

ILO2280907 COLORADO CHANGES - CANCELLATION AND NONRENEWAL

ILO2370412 DELAWARE CHANGES - TERMINATION PROVISIONS

ILO2440907 OHIO CHANGES - CANCELLATION AND NONRENEWAL

ILO2450908 MINNESOTA CHANGES - CANCELLATION AND NONRENEWAL

ILO2460907 PENNSYLVANIA CHANGES - CANCELLATION AND NONRENEWAL

ILO2470211 MAINE CHANGES - CANCELLATION AND NONRENEWAL

ILO2490719 SOUTH CAROLINA CHANGES - CANCELLATION AND NONRENEWAL

IL02500908 TENNESSEE CHANGES - CANCELLATION AND NONRENEWAL

IL02510907 NEVADA CHANGES - CANCELLATION AND NONRENEWAL

IL02600119 CONNECTICUT CHANGES - CANCELLATION AND NONRENEWAL

IL02610907 KANSAS CHANGES - CANCELLATION AND NONRENEWAL

IL02620215 GEORGIA CHANGES - CANCELLATION AND NONRENEWAL

IL02630908 KENTUCKY CHANGES - CANCELLATION AND NONRENEWAL

IL02660721 UTAH CHANGES - CANCELLATION AND NONRENEWAL

IL02680114 NEW YORK CHANGES - CANCELLATION AND NONRENEWAL

IL02690908 NORTH CAROLINA CHANGES - CANCELLATION AND NONRENEWAL

IL02721121 INDIANA CHANGES - CANCELLATION AND NONRENEWAL

IL02751113 TEXAS CHANGES - CANCELLATION AND NONRENEWAL PROVISIONS FOR CASUALTY LINES AND COMMERCIAL PACKAGE POLICIES

IL02780908 DISTRICT OF COLUMBIA CHANGES - CANCELLATION AND NONRENEWAL

IL02831118 WISCONSIN CHANGES - CANCELLATION AND NONRENEWAL

IL02860417 MICHIGAN CHANGES - CANCELLATION AND NONRENEWAL

IL09100702 PENNSYLVANIA NOTICE

IL09130498 INSURANCE INSPECTION SERVICES EXEMPTION FROM LIABILITY

517670402 EMPLOYEE BENEFITS LIABILITY INSURANCE

583320807 TOTAL LEAD EXCLUSION

617071294 AMENDMENT OF DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

619440914 BROAD FORM NAMED INSURED

621320395 UNINTENTIONAL ERRORS AND OMISSIONS

622510901 AIRCRAFT PRODUCTS EXCLUSION AND GROUNDING ENDORSEMENT

622540395 LIMITED JOINT VENTURE COVERAGE

628980712 RADIOACTIVE MATTER EXCLUSION

640040712 ERISA EXCLUSION

640091195 NONOWNED WATERCRAFT ENDORSEMENT

651570496 INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

672600397 BODILY INJURY DEFINITION EXTENSION

672660807 NEWLY ACQUIRED ENTITY COVERAGE EXTENDED

674460497 LIMITED JOINT VENTURE COVERAGE

691861114 EXCLUSION FOR CONTINUING OR PROGRESSIVE "BODILY INJURY", "PERSONAL AND ADVERTISING INJURY" OR "PROPERTY DAMAGE"

786890703 FUNGUS EXCLUSION

825400712 ASBESTOS AND SILICA EXCLUSION ENDORSEMENT

866810904 AMENDMENT OF LIMITS OF INSURANCE (Per Project or Per Location Aggregate Limit)

896440613 ECONOMIC SANCTIONS ENDORSEMENT

952840807 COVERAGE FOR YOUR EMPLOYEES RELATING TO CO-EMPLOYEE INJURIES

1014010409 BROAD FORM NAMED INSURED [JOINT VENTURE, PARTNERSHIP, LIMITED LIABILITY COMPANY LIMITED EXTENSION]

1074140311 LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

1159241013 INDIANA AMENDATORY ENDORSEMENT (Definition of Pollutants)

1192010415 CONTROLLED INSURANCE PROGRAM (CIP) EXCLUSION - WITH LIMITED EXCEPTIONS

1194830816 COMPOSITE RATING PLAN PREMIUM ENDORSEMENT

1255950320 FEDERAL SHARE OF COMPENSATION UNDER TRIA AND CAP ON LOSSES ENDORSEMENT

1333410519 PFC EXCLUSION ENDORSEMENT

CG20111219 ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

717080901 PERSONAL INJURY DEFINITION EXTENSION

640061195 FELLOW EMPLOYEE EXCLUSION DELETED

POLICY NUMBER: 522-24-13

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 522-24-13

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</p> <p>SCHEDULED FOR LENNAR CORP.</p> <p>SCHEDULED FOR CITY OF WINTER HAVEN (FLORIDA)</p>	<p>PER THE CONTRACT OR AGREEMENT.</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 522-24-13

COMMERCIAL GENERAL LIABILITY
CG 20 12 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION - PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

ANY STATE, GOVERNMENTAL OR POLITICAL AGENCY OR SUBDIVISION THAT GRANTS YOU A PERMIT TO PERFORM WORK OR CONDUCT AN ACTIVITY AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2023
forms a part of Policy No. 522-24-13
issued to **KCI TECHNOLOGIES, INC**
by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

POLICY NUMBER: 522-24-13

COMMERCIAL GENERAL LIABILITY
CG 22 74 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED CONTRACTUAL LIABILITY COVERAGE FOR
PERSONAL AND ADVERTISING INJURY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Contract Or Agreement:

ALL BUSINESS CONTRACTS IN WHICH THE INSURED ASSUMES THE TORT LIABILITY OF ANOTHER ARISING OUT OF THE OFFENSES OF FALSE ARREST, DETENTION, OR IMPRISONMENT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. With respect to the contact or agreement designated in the Schedule above, Subparagraph e. of Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Liability for "personal and advertising injury" if:

- (a) The liability pertains to your business and is assumed in the designated contract or agreement shown in the Schedule in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- (b) The "personal and advertising injury" occurs subsequent to the execution of the designated contract or agreement shown in the Schedule; and
- (c) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment.



ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2023
forms a part of Policy No. 522-24-13
issued to KCI TECHNOLOGIES, INC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**AMENDMENT OF LIMITS OF INSURANCE
(Per Project or Per Location Aggregate Limit)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. Your policy is amended to include either a Per Project General Aggregate Limit, a Per Location General Aggregate Limit or a Per Project and Per Location General Aggregate Limit. Please select only *one* of the following:

- Per Project General Aggregate Limit \$
- Per Location General Aggregate Limit \$
- Per Project and Per Location General Aggregate Limit \$ 4,000,000

IF NEITHER OF THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID. IF MORE THAN ONE OF THE THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID.

II. SECTION III - LIMITS OF INSURANCE , is amended to include the following:

1. The Limits of Insurance and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

- 6. Subject to 5. above, the Damage to Premises Rented To You Limit is the most we will pay under Coverage A because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- 7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
- 8. Subject to 2., 4., 5., 6., and/or 7. above, the Per Project Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:
 - a. Damages under Coverage A;
 - b. Damages under Coverage B; and
 - c. Medical Expenses under Coverage C

arising out of any single Project described above.

- 9. Subject to 2., 4., 5., 6., and/or 7. above, the Per Location Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:
 - a. Damages under Coverage A;
 - b. Damages under Coverage B; and
 - c. Medical expenses under Coverage C

arising out of the any single Location described above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

III. The Limits of Insurance shown in the Declarations are deleted in their entirety and replaced by the Limits of Insurance set forth below.

	Limits of Insurance
General Aggregate Limit	\$ 10,000,000
Each Occurrence	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 4,000,000
Personal & Advertising Injury Limit	\$ 2,000,000
Damage to Premises Rented to	\$ 500,000
Medical Expense Limit	\$ 25,000
Per Project General Aggregate Limit, Per Location General Aggregate Limit or Per Project and Per Location General Aggregate Limit	\$ 4,000,000

IV. SECTION V - DEFINITIONS, is amended to include the following:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way railroad.

All other terms and conditions of this policy remain the same.

Authorized Representative or
Countersignature (in States Where
Applicable)

POLICY NUMBER: 522-24-13

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: 522-24-13

COMMERCIAL GENERAL LIABILITY
CG 24 17 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY - RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	Designated Job Site:
<p>ANY RAILROAD ORGANIZATION WHOM HAS GRANTED YOU AN EASEMENT FOR ANY JOB SITE TO PERMIT YOU TO PERFORM WORK AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</p>	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of

another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.



POLICY NUMBER: 522-24-13

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - OTHER INSURANCE
SCHEDULED PERSONS OR ORGANIZATIONS FOR WHOM YOU HAVE
AGREED IN A WRITTEN CONTRACT TO PROVIDE INSURANCE

IN CONSIDERATION FOR THE PREMIUM PAID FOR THIS ENDORSEMENT, THE FOLLOWING IS
ADDED TO PARAGRAPH J. - OTHER INSURANCE OF SECTION VI - CONDITIONS:

HOWEVER, FOR ANY PERSON OR ORGANIZATION THAT IS SHOWN IN SCHEDULE A BELOW
AND THAT QUALIFIES AS AN "INSURED" UNDER THIS POLICY, AND IF THE WRITTEN
CONTRACT IN WHICH YOU HAVE SIGNED AND AGREED TO PROVIDE INSURANCE PRIOR
TO THE LOSS FOR THE PERSON OR ORGANIZATION SCHEDULED BELOW, WHICH
SPECIFICALLY REQUIRES THAT THIS INSURANCE APPLY ON A PRIMARY OR A PRIMARY
AND NON-CONTRIBUTORY BASIS, THIS INSURANCE WILL APPLY AS IF OTHER INSURANCE
AVAILABLE TO THAT PERSON OR ORGANIZATION WHICH COVERS THAT PERSON OR
ORGANIZATION AS A NAMED INSURED DOES NOT EXIST, AND WE WILL NOT SHARE WITH
THAT OTHER INSURANCE. BUT, THIS INSURANCE IS STILL EXCESS OVER ANY OTHER
VALID AND COLLECTIBLE INSURANCE, WHETHER SUCH INSURANCE IS STATED TO BE
PRIMARY, CONTRIBUTING, EXCESS, CONTINGENT OR OTHERWISE, WITH RESPECT TO
THE AUTO HAZARD, OR ANY OTHER VALID AND COLLECTIBLE INSURANCE THAT IS
AVAILABLE TO THAT PERSON OR ORGANIZATION AS AN ADDITIONAL INSURED
UNDER SUCH OTHER INSURANCE.

THERE IS NO COVERAGE AFFORDED UNDER THIS ENDORSEMENT FOR ANY PERSON OR
ORGANIZATION THAT IS SHOWN IN SCHEDULE A BELOW FOR "BODILY INJURY",
"PROPERTY DAMAGE", "PERSONAL INJURY" OR "ADVERTISING INJURY" ARISING OUT
OF THE SOLE NEGLIGENCE OF ANY PERSON OR ORGANIZATION THAT IS SHOWN IN
SCHEDULE A BELOW OR BY THOSE ACTING ON THEIR BEHALF.

SCHEDULE A
=====

1. ANY PERSON OR ORGANIZATION FOR WHOM OR FOR WHICH YOU ARE
REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO PROVIDE
INSURANCE ON A PRIMARY AND NON-CONTRIBUTORY BASIS, SUBJECT
TO THE TERMS AND CONDITIONS OF THIS POLICY.

THE TERMS OF THIS ENDORSEMENT WILL ONLY APPLY TO THE EXTENT THAT THE
WRITTEN CONTRACT OR AGREEMENT ACKNOWLEDGED IN THIS ENDORSEMENT IS ALSO
COVERED BY A POLICY LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE AND FOR
NO BROADER COVERAGE THAN IS PROVIDED BY SUCH INSURANCE.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION - ADDITIONAL PROVISIONS
(BLANKET EXCEPTION FOR ADDITIONAL INSURED)

NOTWITHSTANDING THE CANCELLATION PROVISIONS OF THIS POLICY, WE HEREBY AGREE TO ENDEAVOR TO PROVIDE 30 DAYS WRITTEN NOTICE OF CANCELLATION TO THE PERSON OR ORGANIZATION, WHO IS AN ADDITIONAL INSURED UNDER THIS POLICY AND SPECIFICALLY NAMED IN SCHEDULE A BELOW FOR ANY CANCELLATION, EXCEPT CANCELLATION FOR NON-PAYMENT OF PREMIUM. IF WE CANCEL FOR NON-PAYMENT OF PREMIUM, WE WILL GIVE NO LESS THAN (10) DAYS ADVANCED WRITTEN NOTICE TO THE NAMED INSURED.

IT IS FURTHER AGREED AND UNDERSTOOD THAT THIS NOTIFICATION IS MERELY PROVIDED AS A COURTESY SERVICE TO THE FIRST NAMED INSURED SHOWN IN ITEM 1. OF THE DECLARATIONS PAGE AND DOES NOT INFLUENCE OR AMEND THE RIGHTS, DUTIES, OR OBLIGATIONS OF THE COMPANY OR THE NAMED INSURED UNDER THIS POLICY IN ANY WAY. FAILURE TO PROVIDE SUCH NOTIFICATION AS INDICATED ABOVE WILL NOT BE INTERPRETED TO EXTEND THE POLICY CANCELLATION DATE OR NEGATE THE CANCELLATION OF THIS POLICY.

SCHEDULE A
=====

NAME OF PERSON OR ORGANIZATION MAILING ADDRESS
=====

ANY PERSON OR ORGANIZATION, WHO QUALIFIES AS AN ADDITIONAL INSURED UNDER THIS POLICY AND HAS REQUIRED VIA WRITTEN CONTRACT FOR THE NAMED INSURED TO PROVIDE NOTICE OF CANCELLATION FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, BUT ONLY IF AN ACCURATE LIST OF SUCH PERSONS OR ORGANIZATIONS WITH CORRECT MAILING ADDRESSES AND CONTACT NAMES HAVE BEEN PROVIDED TO US UPON THE LATTER DATE OF EITHER: (1) WITHIN 10 DAYS OF THE INCEPTION DATE OF THIS POLICY; OR (2) WITHIN 10 DAYS OF ISSUING THIS ENDORSEMENT.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

IT IS AGREED THAT SECTION IV. - CONDITIONS ITEM M. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US IS DELETED AND REPLACED WITH THE FOLLOWING:

M. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

IF ANY INSURED HAS RIGHTS TO RECOVER ALL OR PART OF ANY PAYMENT WE HAVE MADE UNDER THIS POLICY, THOSE RIGHTS ARE TRANSFERRED TO US. THE INSURED MUST DO NOTHING AFTER LOSS TO IMPAIR THOSE RIGHTS AND MUST HELP US ENFORCE THEM.

ANY RECOVERIES WILL BE APPLIED AS FOLLOWS:

1. ANY INTEREST, INCLUDING THE INSURED, THAT HAVE BEEN PAID AN AMOUNT IN EXCESS OF OUR PAYMENT UNDER THIS POLICY WILL BE REIMBURSED FIRST;
2. WE THEN WILL BE REIMBURSED TO THE AMOUNT WE HAVE PAID; AND
3. LASTLY, ANY INTERESTS, INCLUDING THE "INSURED," OVER WHICH OUR INSURANCE IS EXCESS, ARE ENTITLED TO CLAIM THE RESIDUE.

EXPENSES INCURRED IN THE EXERCISE OF RIGHTS OF RECOVERY WILL BE APPORTIONED BETWEEN THE INTERESTS, INCLUDING THE INSURED, IN THE RATIO OF THEIR RESPECTIVE RECOVERIES AS FINALLY SETTLED.

IN CONSIDERATION FOR THE PREMIUM PAID FOR THIS ENDORSEMENT, THIS POLICY WAIVES ANY RIGHT OF RECOVERY WE MAY HAVE AGAINST THE PERSON OR ORGANIZATION SHOWN BELOW BECAUSE OF PAYMENTS WE MAKE CAUSED BY ANY LIABILITY TO WHICH THIS POLICY APPLIES PROVIDED THAT THE INSURED WAIVED SUCH RIGHT AS PART OF A WRITTEN CONTRACT PRIOR TO LOSS, AND THEN ONLY TO THE EXTENT THAT SUCH INSURANCE IS PROVIDED BY A POLICY LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE, AND FOR NO BROADER COVERAGE THAN IS PROVIDED BY SUCH POLICY, SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY.

THIS WAIVER ONLY APPLIES TO A PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO PROVIDE A WAIVER FOR RIGHTS OF RECOVERY AGAINST SUCH PERSON OR ORGANIZATION, SUBJECT TO THE CONDITIONS SET FORTH IN THIS ENDORSEMENT.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.

TEXAS ONLY - ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL BY US EXTENDED

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2023 forms a part of Policy No. WC 012-01-6190

Issued to KCI TECHNOLOGIES, INC

By NEW HAMPSHIRE INSURANCE COMPANY

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

PART SIX - CONDITIONS, D. - Cancellation of the Texas Amendatory Endorsement (WC 42 03 01F) is deleted in its entirety and replaced with the following:

You may cancel this policy. You must mail or deliver advance notice to us stating when the cancellation is to take effect.

We may cancel or non-renew this policy. We must send by certified mail or deliver to you in person, not less than the number of days shown below, advance written notice stating when the cancellation or non-renewal is to take effect. A copy of the written notice will be sent to the Texas Workers Compensation Commission.

Except for non-payment of premium, non-payment of loss reimbursement or non-delivery of satisfactory security or collateral when due for which we will provide the advance written notice required by law, we shall not provide less than the number of days advance notice set forth below, or in the policy and endorsements attached thereto, or as required by state law.

If another insurance company notifies the Texas Workers' Compensation Commission that it is insuring you as an employer, such notice shall be a cancellation of this policy effective when the other policy starts.

Texas law requires a minimum of ten (10) days advance written notice for cancellation or nonrenewal due to fraud in obtaining coverage, misrepresentation of the amount of payroll for purposes of premium calculation, failure to pay premium when payment was due, and increase in hazard for which you seek coverage that results from an action or omission and that would produce an increase in the rate, including an increase because of failure to comply with reasonable recommendations for loss control or to comply within a reasonable period with recommendations designed to reduce a hazard that is under your control, and a determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the law, or would be hazardous to the interests of subscribers, creditors, or the general public. Texas law requires a minimum of thirty (30) days advance written notice for other cancellation or nonrenewal reasons.

Cancellation: 60 Days

Non-Renewal: 60 Days

ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL BY US EXTENDED

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2023 forms a part of Policy No. WC 012-01-6190

Issued to KCI TECHNOLOGIES, INC

By NEW HAMPSHIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

PART SIX - CONDITIONS. D. - Cancellation, 2. is deleted in its entirety and replaced with:

We may cancel or non-renew this policy. We must mail or deliver to you not less than the number of days shown below advance written notice stating when the cancellation or non-renewal is to take effect.

Except for non-payment of premium, non-payment of loss reimbursement or non-delivery of satisfactory security or collateral when due for which we will provide the advance written notice required by law, we shall not provide less than the number of days advance notice set forth below, or in the policy and endorsements attached thereto, or as required by state law.

Mailing that notice to you, at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

Cancellation: 60 Days

Non-Renewal: 60 Days

Countersigned by _____



TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement, effective 12:01 AM **04/01/2023** forms a part of Policy No. **WC 012-01-6190**

Issued to **KCI TECHNOLOGIES, INC**

By **NEW HAMPSHIRE INSURANCE COMPANY**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: **ALL TEXAS OPERATIONS**

3. Premium:

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: **INCLUDED**

WC 42 03 04 B
(Ed. 6-14)

Countersigned by _____

Authorized Representative

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 04/01/2023 forms a part of Policy No. WC 012-01-6190

Issued to KCI TECHNOLOGIES, INC

By NEW HAMPSHIRE INSURANCE COMPANY

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

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

Schedule

**ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.**

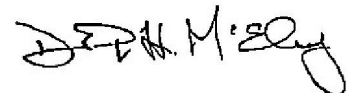
This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/26/2024

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

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

PRODUCER Klein Agency, LLC P.O. Box 219 Timonium MD 21094	CONTACT NAME: PHONE (A/C, No, Ext): (410) 832-7600 FAX (A/C, No): (410) 832-1849 E-MAIL ADDRESS: certs@kleinagencyllc.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : XL Specialty Insurance NAIC # 37885	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: 23-24 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	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"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR5021170	12/15/2023	12/15/2024	Per Claim \$10,000,000 Aggregate \$15,000,000

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

Re: RFQ/Contract Number: 6555720. Professional Liability Insurance and Errors and Omissions Insurance are the same coverage. If required by an insured written contract, executed prior to any loss, Waiver of Subrogation is provided for Professional and Pollution Liability Policy subject to all policy terms and conditions. 30 day notice of cancellation, 10 day for non-payment.

CERTIFICATE HOLDER Purchasing Agent; Metropolitan Government of Nashville and Davidson Davidson County 100 Metropolitan 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
--	--



Contract Standards Deviations

Contract Purchase Agreement 6555720,0: Contract Standards Deviations - 18-Jan-2024

Supplier Buyer	KCI Technologies, Inc Ray, Terri Lynn	Supplier Site Amount	NASHVILLE 0.00
Contract Template	Master Goods and Services Contract		

Deviation Summary

Clause Deviations

Category	Non-Standard clauses		
Deviation	Section	Clause Title	
Standard clause modified	1. GOODS AND SERVICES CONTRACT	1.1. 37:Heading	
Standard clause modified	2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:	2.1. 35:Duties and Responsibilities	
Standard clause modified	3. CONTRACT TERM	3.1. 36:Contract Term	
Standard clause modified	4. COMPENSATION	4.1. 38:Contract Value	
Standard clause modified	4. COMPENSATION	4.4. 27:Escalation/De-escalation	
Standard clause modified	5. TERMINATION	5.2. 32:Lack of Funding	
Standard clause modified	6. NONDISCRIMINATION	6.3. 230:Equal Business Opportunity (EBO) Program Requirement	
Standard clause modified	7. INSURANCE	7.1. 49:Proof of Insurance	
Standard clause modified	7. INSURANCE	7.5. 252:Errors and Omissions Insurance	
Standard clause modified	8. GENERAL TERMS AND CONDITONS	8.7. 195:Virus Representation and Warranty	
Category	Standard clauses missing		
Deviation	Section	Clause Title	
Optional clause removed	7. INSURANCE	7.2. 50:Products Liability Insurance	
Optional clause removed	7. INSURANCE	7.3. 188:Professional Liability Insurance	
Optional clause removed	7. INSURANCE	7.7. 253:Abuse and Molestation Insurance	
Optional clause removed	7. INSURANCE	7.8. 251:Cyber Liability Insurance	

Policy Deviations

Deviation	Description	Line	Item	Item Description
The contract has no Policy Deviations				



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	1.1. 37:Heading
Section	1. GOODS AND SERVICES CONTRACT
Deviation	Standard clause modified

Clause Text

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County (METRO)** and **KCI Technologies, Inc. (CONTRACTOR)** located at **936 Ridgebrook Road, Sparks, MD 21152**, resulting from an approved sole source signed by Metro's Purchasing Agent (made a part of this contract by reference). This Contract consists of the following documents:

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

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

Comparison to Standard

This contract is initiated by and between The Metropolitan Government of Nashville and Davidson County (METRO) and - ~~Enter Legal Name (CONTRACTOR)~~
~~KCI Technologies, Inc. (CONTRACTOR)~~ located at ~~Enter Address, City, ST ZIP.~~
~~936 Ridgebrook Road, Sparks, MD 21152, resulting from an approved sole source signed by Metro's Purchasing Agent (made a part of this contract by reference).~~ This Contract consists of the following documents:

- ~~• Any~~
- Any properly executed contract amendment (most recent with first priority),
- ~~•~~
- This document, including exhibits,
- ~~•~~
- Exhibit A - ~~{Enter Description (i.e. Hourly Rates)}~~
Rates
- ~~•~~
- Exhibit B ~~—{Enter Description (i.e. Task Details)}~~
- Affidavits
- ~~• Exhibit C~~
- Exhibit C - ~~{Enter Description (i.e. ISA~~
MISA Terms ~~and Conditions)}~~



Contract Standards Deviations

- ~~• The solicitation documentation for RFQ# [Enter Number] and affidavit(s) (all made a part of this contract by reference),
Conditions~~

- ~~• Purchase~~
- ~~• Purchase Orders (and PO Changes), -~~

- ~~• CONTRACTOR's response to the solicitation,~~

- ~~• Equal Business Opportunity (EBO) Program forms (incorporated by reference).-~~



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	2.1. 35:Duties and Responsibilities
Section	2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:
Deviation	Standard clause modified

Clause Text

CONTRACTOR agrees to provide consulting, Development, Implementation and Managed Services for CAL related suite of application replacements for end of life versions of Cityworks, Hanson, ePermits, ePlans, Land Management, and various other similar applications in various departments.

Comparison to Standard

CONTRACTOR agrees to provide ~~the goods and/or services as fully defined in the solicitation consulting, Development, Implementation and as outlined in Exhibit B — Scope Managed Services for CAL related suite of Services.~~ application replacements for end of life versions of Cityworks, Hanson, ePermits, ePlans, Land Management, and various other similar applications in various departments.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	3.1. 36:Contract Term
Section	3. CONTRACT TERM
Deviation	Standard clause modified

Clause Text

The Contract Term will begin on the date (the "Effective Date") of August 28, 2024, or the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office, whichever date last occurs. This Contract Term will end (60) months from the Effective Date.

This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in no event shall the term of this Contract exceed sixty (60) months from the Effective Date, unless executed by amendment.

Comparison to Standard

The Contract Term will begin on the date (the "Effective Date") of ~~-[insert date here]~~, August 28, 2024, or the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office, whichever date last occurs. This Contract Term will end (60) months from the Effective Date.

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

Agent. However, in no event shall the term of this Contract exceed sixty (60) months from the Effective ~~-Date~~.
Date, unless executed by amendment.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	4.1. 38:Contract Value
Section	4. COMPENSATION
Deviation	Standard clause modified

Clause Text

This Contract has an estimated value of \$12,500,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

Comparison to Standard

This Contract has an estimated value of ~~-\${Agreement Amount}.~~
\$12,500,000.00. The pricing ~~details are~~
details are included ~~in Exhibit~~
in Exhibit A and are made a part of this Contract by reference. ~~CONTRACTOR~~
CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	4.4. 27:Escalation/De-escalation
Section	4. COMPENSATION
Deviation	Standard clause modified

Clause Text

This Contract is eligible for annual escalation/de-escalation adjustments. Any request for escalation/de-escalation is capped at 6% annually and must be supported by the Consumer Price Index (CPI). The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the Effective Date of this Contract. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the Effective Date of this Contract.

Comparison to Standard

This Contract is eligible for annual escalation/de-escalation ~~adjustments.~~ adjustments. Any request for escalation/de-escalation is capped at 6% annually and must be supported by the Consumer Price Index (CPI). The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the Effective Date of this ~~Contract.~~ Contract. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the Effective Date of this Contract.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	5.2. 32:Lack of Funding
Section	5. TERMINATION
Deviation	Standard clause modified

Clause Text

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR; provided, however, METRO shall pay CONTRACTOR for all services performed through the date of termination and subject to all conditions for payment set forth herein.

Comparison to Standard

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

CONTRACTOR; provided, however, METRO shall pay CONTRACTOR for all services performed through the date of termination and subject to all conditions for payment set forth herein.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	6.3. 230:Equal Business Opportunity (EBO) Program Requirement
Section	6. NONDISCRIMINATION
Deviation	Standard clause modified

Clause Text

The Equal Business Opportunity (EBO) Program is not applicable to this Contract.

Comparison to Standard

~~The consideration and contact of minority owned and/or woman owned business enterprises is required for a responsive offer to most solicitations. The provision of the Equal Business Opportunity (EBO) Program documents shall be part of each solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the~~ is not applicable ~~solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the~~ Equal Business Opportunity (EBO) Program, if applicable, in the execution of this Contract.

Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	7.1. 49:Proof of Insurance
Section	7. INSURANCE
Deviation	Standard clause modified

Clause Text

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 Contract number on the ACORD document.

Comparison to Standard

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.~~

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~~ number on the ACORD document.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	7.5. 252:Errors and Omissions Insurance
Section	7. INSURANCE
Deviation	Standard clause modified

Clause Text

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

Comparison to Standard

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

Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	8.7. 195:Virus Representation and Warranty
Section	8. GENERAL TERMS AND CONDITONS
Deviation	Standard clause modified

Clause Text

CONTRACTOR represents and warrants that to the best of CONTRACTOR'S abilities according to then current industry standards the 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

Comparison to Standard

CONTRACTOR represents and warrants ~~that Products~~ that to the best of CONTRACTOR'S abilities according to then current industry standards the 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,~~ 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.~~ network. In the event of a breach of this representation and warranty, ~~CONTRACTOR shall~~ CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the ~~breach.~~ 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.~~

ORACLE

Contract Purchase Agreement 6555720,0

Contract Standards Deviations

features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended ~~practices.~~

practices. In addition, CONTRACTOR shall ensure ~~that:~~
that:



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	7.2. 50:Products Liability Insurance
Section	7. INSURANCE
Deviation	Optional clause removed

Clause Text

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



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	7.3. 188:Professional Liability Insurance
Section	7. INSURANCE
Deviation	Optional clause removed

Clause Text

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



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	7.7. 253:Abuse and Molestation Insurance
Section	7. INSURANCE
Deviation	Optional clause removed

Clause Text

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



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	7.8. 251: Cyber Liability Insurance
Section	7. INSURANCE
Deviation	Optional clause removed

Clause Text

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

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



Rec. Sept. 26, 2023

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

Proposed supplier MUST be Registered in iProcurement

Date: 9/21/2023 Requesting Department/Agency/Commission: ITS DepartmentRequesting Official: Dawn Clark Telephone #: 615-862-6033 This is for a multi-year contract.

Product/Service Description: 10-year consulting, Development, Implementation and Managed Services for CAL related suite of application replacements for end of life versions of Cityworks, Hanson, ePermits, ePlans, Land Management, and various other similar applications in various departments

APPROVAL OF CHANGE

Total Purchase (Enter the value for the entire contract life) Price: ~~\$25,000,000~~ **\$12,500,000.00** *MLL* 2/3/2024 | 9:01 PM

BU Number: 14700100 Fund #: 30370 Object Account: 502229 Any Other Accounting Info: _____

Proposed Supplier: KCI Technologies, Inc.Proposed Supplier Contact: Heidi HammelSupplier Address: 936 Ridgebrook RoadCity: SparksST: MDZip: 21152Supplier Telephone #: 410-527-4415Supplier Email: heidi.hammel@kci.com

Metro Code: 4.12.060 Sole Source Procurement.

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

R4.12.060.02 Conditions for Use of Sole Source Procurement.

Other, see explanation below

If Other, Explain Request: KCI is our vendor implementation partner for our suite of integrated CAL applications who has proprietary knowledge and expertise of not only these integrated solutions but also of the underlying business processes. The CAL product that they have implemented or are in the process of implementing and supporting from prior implementations is the new upgraded version of Cityworks AMS. This consulting services company has worked with our CAL implementation projects and completed NDOT and Waste Management implementation replacing various end of life applications and provided training and post go live support. They are currently working with Stormwater and DCSSO on their implementations and will move to Water Services, Parks, and Health over the next year. They are also currently evaluating the requirements to replace the end-of-life electronic plans reviews systems and will then start evaluating the replacement of the current permitting system with the most updated version. The managed services support and any upgrades or migrations between these CAL solutions really need to have the vendor partner follow the life of those solutions to properly support those solutions after implementation. The time and resources both internally and externally to provide any other supplier to support these integrated solutions would not be feasible and would be cost prohibitive to Metro.

In the following years after that, they will start the scheduled projects to upgrade or replace related applications in Codes, Fire, Planning, Beer Board, Historic Commission, and General Services. All of these scheduled projects will result in enterprise applications being used within all of these departments for asset management, permitting, licensing, electronic plans reviews, land/parcel management and public access to permitting/licensing services. Because this is the implementation of enterprise wide applications, all associated projects will be within the same system and must be implemented by the same vendor partner to ensure consistency in the related data that will be available in these new systems. Any change from the existing vendor implementation partner in the middle of the many projects and rollouts planned for CAL would be cost prohibitive and not in the best interest of Metro and the many impacted departments for this enterprise wide solution.

Requesting Department Director's Signature of Approval:  Date: 9/26/2023 | 9:1

To be completed by the Procurement Division

Vetting & Research Needed; Date Requested by Purchasing Agent _____

Sole Source is Approved for _____

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

PURCHASING AGENT: _____ **Date:** _____

SS2024043

Rec. Sept. 26, 2023

SS2024043

SS #: _____

sept. 26, 2023

Date Received: _____

To be completed by the Procurement Division

Vetting & Research Needed; Date Requested by Purchasing Agent _____

Sole Source is Approved for: _____
5 yr contract w/ 5 yr renewal option-req Council app. Need memo from ITS

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

PURCHASING AGENT: Michelle A. Hernandez Lane **Date:** 10/27/2023 | 4:39 PM

Certificate Of Completion

Envelope Id: 3A72E8B7CCA7493B85DB258B0F21650A	Status: Sent
Subject: Metro Contract 6555720 with KCI Technologies, Inc. (ITS)	
Source Envelope:	
Document Pages: 85	Signatures: 10
Certificate Pages: 18	Initials: 4
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185


Record Tracking

Status: Original 2/22/2024 4:26:30 PM	Holder: Procurement Resource Group prg@nashville.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign


Signer Events

Signer Events	Signature	Timestamp
Gary Clay Gary.Clay@nashville.gov Asst. Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 170.190.198.185	Sent: 2/22/2024 4:48:11 PM Viewed: 2/22/2024 4:57:49 PM Signed: 2/22/2024 4:58:02 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Gregg Nicholson Gregg.Nicholson@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/22/2024 4:58:08 PM Viewed: 2/23/2024 9:09:55 AM Signed: 2/23/2024 9:10:19 AM
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Electronic Record and Signature Disclosure:
Accepted: 2/23/2024 9:09:55 AM
ID: 83c94525-8148-415e-a538-beab19be535d


Elizabeth Jefferson elizabeth.jefferson@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/23/2024 9:10:26 AM Viewed: 2/23/2024 9:13:54 AM Signed: 2/23/2024 9:21:57 AM
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Electronic Record and Signature Disclosure:
Accepted: 2/23/2024 9:13:54 AM
ID: 71e6237b-40c4-43d1-a369-61fc74948806

HEIDI HAMMEL Heidi.Hammel@kci.com Vice President KCI Technologies, Inc. Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 100.16.57.31	Sent: 2/23/2024 9:22:02 AM Viewed: 2/25/2024 3:41:39 PM Signed: 2/25/2024 3:44:39 PM
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Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 2/25/2024 3:41:39 PM ID: d52961e2-d271-4ac3-b783-9b12b5cc3587		
Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.191	Sent: 2/25/2024 3:44:45 PM Resent: 2/29/2024 6:43:38 AM Viewed: 2/29/2024 4:32:30 PM Signed: 2/29/2024 4:32:42 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Keith Durbin keith.durbin@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 170.190.198.185	Sent: 2/29/2024 4:32:47 PM Viewed: 3/1/2024 7:58:17 AM Signed: 3/1/2024 7:58:47 AM
Electronic Record and Signature Disclosure: Accepted: 3/1/2024 7:58:17 AM ID: 1aaa7f67-c399-4d94-84c3-8642e47d2f70		
Kevin Crumbo/tlo talia.lomaxodneal@nashville.gov Dep Dir of Finance Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 3/1/2024 7:58:55 AM Viewed: 3/1/2024 9:24:21 AM Signed: 3/1/2024 9:24:41 AM
Electronic Record and Signature Disclosure: Accepted: 3/1/2024 9:24:21 AM ID: 1771b8e4-719b-41ea-9df5-557ca27807e9		
Kevin Crumbo/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 3/1/2024 9:24:48 AM Viewed: 3/5/2024 5:41:43 PM Signed: 3/5/2024 5:42:46 PM
Electronic Record and Signature Disclosure: Accepted: 3/5/2024 5:41:43 PM ID: d03bd67d-d45e-4040-850e-977f74df7205		
Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 3/5/2024 5:42:52 PM Viewed: 3/6/2024 8:40:01 AM Signed: 3/6/2024 8:40:09 AM
Electronic Record and Signature Disclosure: Accepted: 3/6/2024 8:40:01 AM ID: d5284bf4-eaf2-40f9-a31c-1fe1bc6b3f31		

Signer Events	Signature	Timestamp
Erica Haber erica.haber@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 3/6/2024 8:40:14 AM Viewed: 3/6/2024 8:41:40 AM Signed: 3/6/2024 8:45:39 AM

Electronic Record and Signature Disclosure:
 Accepted: 3/6/2024 8:41:40 AM
 ID: c00d2dfb-382d-4c05-82f1-ee16920faa49

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

Sent: 3/6/2024 8:45:50 AM
 Viewed: 3/6/2024 8:55:08 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

Terri L. Ray
 Terri.Ray@nashville.gov
 Finance Manager
 Metropolitan Government of Nashville and Davidson County
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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Sent: 2/22/2024 4:48:10 PM

Sally Palmer
 sally.palmer@nashville.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 3/6/2024 8:54:16 AM
 ID: 982288ac-7740-49ca-8948-d6b9bfa7a857

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Sent: 3/6/2024 8:45:47 AM
 Viewed: 3/6/2024 8:47:45 AM

Erica Haber
 erica.haber@nashville.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 3/6/2024 8:41:40 AM
 ID: c00d2dfb-382d-4c05-82f1-ee16920faa49

COPIED

Sent: 3/6/2024 8:45:49 AM

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

Dawn Clark
 Dawn.Clark@nashville.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 9/15/2023 2:22:59 PM
 ID: 7ac1a22e-e062-4504-9444-46e1a64addcf

Amber Gardner
 Amber.Gardner@nashville.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 2/29/2024 8:09:04 AM
 ID: cd8aa37d-a7aa-4bf0-b2b8-ccdcdce0adb

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

Terri Ray
 terri.ray@nashville.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Zak Kelley
 Zak.Kelley@Nashville.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Amy Neal
 Amy.Neal@nashville.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 2/6/2024 7:58:49 AM
 ID: 151dff7e-ec2f-43c1-a242-9402297dae53

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/22/2024 4:48:10 PM
Envelope Updated	Security Checked	2/22/2024 4:49:10 PM
Envelope Updated	Security Checked	2/29/2024 6:42:06 AM
Envelope Updated	Security Checked	2/29/2024 6:42:06 AM

Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	2/29/2024 6:42:06 AM
Certified Delivered	Security Checked	3/6/2024 8:55:08 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
