

# Contract Abstract

## Contract Information

Contract & Solicitation Title: Metasys Service, Maintenance and Upgrades

Contract Summary: Contractor agrees to provide Metasys service by performing multiple visits per year to various Metro buildings to ensure sequence optimization of operations at requested sites.

Contract Number: 6518175 Solicitation Number: N/A Requisition Number: SS2022144

Replaces Expiring or Expired Contract? (Enter "No" or Contract No and Expiration Date): 449518 (Expired 8/26/22)

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

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

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

Estimated Start Date: 07/20/2023 Estimated Expiration Date: 07/19/2028 Contract Term: 60 months

Estimated Contract Life Value: \$4,000,000.00 Fund:\* 10101 BU:\* 10103220 & 39102000

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

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: Terri Ray BAO Staff: Jeremy Frye

Procuring Department: General Services/Library Department(s) Served: Metro Wide

## Prime Contractor Information

Prime Contracting Firm: Johnson Control, Inc ISN#: 1242

Address: 320 Premier Court South, Suite 213 City: Franklin State: TN Zip: 37067

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

Prime Company Contact: Taylor Lamb Email Address: taylor.a.lamb@jci.com Phone #: 615-516-0457

Prime Contractor Signatory: David Oxley Email Address: david.oxley@jci.com

## Business Participation for Entire Contract

*Small Business and Service Disabled Veteran Business Program:* N/A

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

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

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

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

*Federal Disadvantaged Business Enterprise:* No

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

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No

## Summary of Offer

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

## Terms and Conditions

### 1. GOODS AND SERVICES CONTRACT

#### 1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County (METRO)** and **Johnson Control, Inc (CONTRACTOR)** located at **320 Premier Court South, Suite 213, Franklin, TN 37067**, resulting from an approved sole source request as signed by the Purchasing Agent. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
  - *Exhibit A - Pricing*
  - *Exhibit B - MISA Terms and Conditions*
  - *Exhibit C - Affidavits*
  - *Exhibit D - General Services Planned Service Agreements*
  - *Exhibit E - Library Planned Service Agreements*
  - *Exhibit F – Rider to Installation Agreement*
- *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 Metasys service by performing multiple visits per year to various Metro buildings to ensure sequence optimization of operations at requested sites. In addition to preventive maintenance services and other necessary repairs, replacements, and upgrades to include parts and equipment upon departmental approval.

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

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

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

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

### 3. CONTRACT TERM

#### 3.1. Contract Term

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office. In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

## **4. COMPENSATION**

### **4.1. Contract Value**

This Contract has an estimated value of \$4,000,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

### **4.2. Other Fees**

There will be no other charges or fees for the performance of this Contract. METRO will make payments within 30 days of receipt of invoice.

### **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 not eligible for annual escalation/de-escalation adjustments.

### **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**

Unless other contractual terms are previously agreed upon between CONTRACTOR and subcontractor, when payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract. The only time CONTRACTOR may take longer than (14) calendar days to pay subcontractors is if the CONTRACTOR and subcontractor have an active subcontract or agreement in place that specifies a longer payment period. Payment terms agreed upon between CONTRACTOR and subcontractor take precedent over METRO'S (14) calendar day payment requirement.

## 5. TERMINATION

### 5.1. Breach

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

### 5.2. Lack of Funding

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

### 5.3. Notice

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

## 6. NONDISCRIMINATION

### 6.1. METRO's Nondiscrimination Policy

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

### 6.2. Nondiscrimination Requirement

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

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

The Equal Business Opportunity (EBO) Program is not applicable 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. Technological Errors and Omissions Insurance

Technological 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 (preferred method)**

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In the event of a claim or lawsuit, CONTRACTOR shall 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 the equipment (as opposed to any software) furnished by CONTRACTOR is free from defects in materials and workmanship for a period of one year from the date of substantial completion of CONTRACTOR'S work or, if no date of substantial completion from the completion of the installation by CONTRACTOR; provided, however, that if the equipment is not manufactured by CONTRACTOR and is covered under a manufacturer's warranty for a shorter time period, CONTRACTOR'S warranty will be limited to the term of the manufacturer's warranty (the "Warranty Period"). If during the Warranty Period, any part of the equipment does not function as warranted and provided, as a condition precedent, that the METRO notifies CONTRACTOR during the Warranty Period, CONTRACTOR will determine, at its sole discretion, to either i) repair the equipment; or ii) replace it with a new or functionally operative part.

CONTRACTOR warrants that services will be performed in a good and workmanlike manner during the Warranty period. If services are not performed as warranted and CONTRACTOR is notified as a condition precedent, in writing by the METRO within the Warranty Period, CONTRACTOR will re-perform the non-conforming services.

THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. All other warranties are expressly waived. THE METRO'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING CONTRACTOR'S NEGLIGENCE, IS REPAIR OR REPLACEMENT OR AS SPECIFIED ABOVE.

CONTRACTOR'S warranties will be voided by misuse, accident, damage, abuse, alteration, modification, failure to maintain proper physical or operating environment, use of unauthorized parts or components, improper METRO maintenance or repair by METRO or third parties without the supervision of and prior written approval of CONTRACTOR, or if CONTRACTOR'S serial numbers or warranty date decals have been removed or altered. METRO must promptly report any failure of the Equipment to CONTRACTOR in writing.

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### 8.3. Software License

Notwithstanding anything contained in this Agreement to the contrary, the products to be supplied by CONTRACTOR are "commercial items" and "commercially available off-the-shelf items" [as defined in the Federal Acquisition Regulation (FAR), 48 CFR Part 52] intellectual property provided with the System or in connection with the Services is proprietary to CONTRACTOR and/or CONTRACTOR'S supplier(s) and is licensed or sublicensed to METRO Con a non-exclusive basis. None of the work, work product or services provided shall constitute a "work made for hire" or otherwise become the property of METRO. METRO may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between CONTRACTOR and METRO and/or the software publisher may be required to use the software and/or obtain updates/upgrades. Unless otherwise agreed by the parties in writing, all Work Product shall become the property of METRO upon payment therefore. However, all intellectual property rights in Work Product, including but not limited to rights of copyright, trademark and patents, shall remain the property of CONTRACTOR. However, CONTRACTOR shall grant METRO a royalty-free, perpetual, irrevocable license to make derivative works of any drawings, specifications and reports provided by CONTRACTOR to METRO pursuant to this Agreement, provided the use of such derivative works is limited to the specific facilities at the specific sites in connection with which they were provided and CONTRACTOR receives full payment for the Work Product. As used herein, "Work Product" means collectively all documentation, materials, drawings, specifications, reports CONTRACTOR to METRO pursuant to this Agreement.

### 8.4. Confidentiality

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

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

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

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

### 8.5. Information Ownership

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information

with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

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

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

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

#### **8.7. Virus Representation and Warranty**

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

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

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

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

In the event of patent infringement, CONTRACTOR shall at its option: i) repair or replace the product to make non-infringing, or ii) refund amounts paid for infringing product on a depreciated basis. The foregoing defense and indemnification by CONTRACTOR shall not apply where: (1) infringement is based on the combination of products or services provided by CONTRACTOR hereunder in combination with any other products or services not reasonably anticipated by CONTRACTOR, or (2) infringement is based on a use of the products or services provided by METRO hereunder that is contrary to the use that is intended by CONTRACTOR, to the extent that intent is communicated to METRO in writing.



### **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, 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 third party claims, damages, costs, and attorney fees for injuries or damages but only to the extent caused by 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. 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.

**8.22. Attorney Fees**

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

**8.23. Assignment--Consent Required**

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

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

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

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

#### **8.24. Entire Contract**

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

#### **8.25. Force Majeure**

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

#### **8.26. Governing Law**

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

#### **8.27. Venue**

Any action between the Parties arising from this Contract shall be 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.

#### **8.29. Limitation of Liability and Waiver to Consequential Damages**

1. **Liability Limitation.** TO THE EXTENT ALLOWED BY LAWS OF THE STATE OF TENNESSEE, IN NO EVENT SHALL CONTRACTOR AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE FOR ANY DAMAGES RELATING TO THE AGREEMENT OR THE SERVICES CONTEMPLATED THEREBY IN ANY AMOUNT EXCEEDING THREE TIMES (3X) THE TOTAL AMOUNTS PAID TO CONTRACTOR DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE, REGARDLESS OF THE CAUSE AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. WHERE THIS AGREEMENT COVERS MULTIPLE SITES, LIABILITY SHALL BE LIMITED TO THE AMOUNT OF THE PAYMENTS ALLOCABLE TO THE SITE WHERE THE INCIDENT OCCURRED. SUCH SUM SHALL BE COMPLETE AND EXCLUSIVE.
2. **Waiver of Consequential Damages.** TO THE EXTENT ALLOWED BY LAWS OF THE STATE OF TENNESSEE, IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL EITHER PARTY AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO THE OTHER PARTY (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.

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Contract Number: 6518175

**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: Johnson Controls Inc

Attention: Branch Service Manager

Address: 320 Premier Ct S Ste 213 Franklin TN 37067

Telephone: 866-825-8866

Fax: 615-771-7979

E-mail: JCINASHVILLE SERVICE@JCI.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: CT CORPORATION

Attention: Agent for Johnson Controls Inc

Address: 300 Montvue Rd Knoxville TN 37919

Email: N/A

**[SPACE INTENTIONALLY LEFT BLANK]**

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

<b>Contract Number</b>	6518175
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The primary DEPARTMENT/AGENCY responsible for the administration of this contract is:

<b>DEPARTMENT</b>	General Services Department
<b>Attention</b>	Glenn Mohon
<b>Address</b>	700 President Ronald Reagan Way, Nashville, TN, 37210
<b>Telephone</b>	615-880-3356
<b>Email</b>	Glenn.Mohon@Nashville.gov

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

<b>Project Manager</b>	Ava Elsaghir
<b>Title</b>	General Services Procurement and contracts manager
<b>Address</b>	730 President Ronald Reagan Way, Nashville, TN, 37210
<b>Telephone</b>	615-930-6049
<b>Email</b>	ava.elsaghir@nashville.gov



## **Appendix Z – Contract Administration**

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

### **Vendor Performance Management Plan**

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

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

### **Amendment**

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

### **Escalation**

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

### **Contract Close Out – Purchasing**

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

### **Contract Close Out – BAO**

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

### **Best Practices**

Project managers are strongly encouraged to consult chapter nine 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 6518175

**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:**

Velvet Hunter KK  
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

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

Michelle R. Hernandez Lane ML  
Purchasing Agent Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

 EJ  
Director of Finance BA

**APPROVED AS TO FORM AND LEGALITY:**

Jessie L. Ortiz-Marsh BL  
Metropolitan Attorney Insurance

**FILED BY THE METROPOLITAN CLERK:**

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

**CONTRACTOR:**

Johnson Controls  
Company Name

David W Oxley  
Signature of Company's Contracting Officer

David w Oxley  
Officer's Name

Branch Service Manager  
Officer's Title

**EXHIBIT A – PRICING****CONTRACT 6518175****GENERAL SERVICES METASYS****Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)**

<b>Year</b>	<b>Total Annual Dollar Amount</b>	<b>Payment Frequency</b>
Year1	\$23,602.00	Quarterly in advance
Year2	\$25,491.00	Quarterly in advance
Year3	\$27,531.00	Quarterly in advance
Year4	\$29,734.00	Quarterly in advance
Year5	\$31,965.00	Quarterly in advance

**Special Additions and Exceptions**

- Includes quarterly inspections up to four (4) hours each.
- Includes thirty-two (32) on call hours annually to be used at customer discretion during business hours.
- Includes Metasys ADX 10 user software subscription with installation labor.
- Customer will receive a labor discount of 10% off current street rate at time of service on controls labor.

**MAIN LIBRARY METASYS UPGRADE****Pricing Summary**

	<b>Total Price</b>
<b>Base Bid - JCI Metasys System</b>	<b>\$441,958.00</b>
<b>AHU/HWS ADD Alternate: (add to base bid)</b>	<b>\$130,585.00</b>
<b>Total Project</b>	<b>\$572,543.00</b>

**ADDITIONAL PRICING APPLICABLE TO BOTH GENERAL SERVICES AND LIBRARY**

- Current trip charge for 0-30 miles: \$88. Discounted trip 0-30 miles: \$79.20.
- Current Trip charge for 31-75 miles: \$121. Discounted trip 31-75 miles: \$108.90.
- Trips measured as from JCI Franklin Office (320 Premier Court #213 Franklin, TN 37067) to Metro site.
- Johnson Control Parts discounts - 50% off list price (LP = List price, DP = discounted price)

	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Labor Product</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>2026-2027</b>	<b>2027-2028</b>
<b>Controls Regular Time</b>	\$ 219.00	\$ 230.00	\$ 242.00	\$ 254.00	\$ 266.00
<b>Controls Overtime 1.5</b>	\$ 328.50	\$ 345.00	\$ 363.00	\$ 381.00	\$ 399.00
<b>Controls Premium 2.0</b>	\$ 438.00	\$ 460.00	\$ 484.00	\$ 508.00	\$ 532.00

**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 B – MISA Terms and Conditions

Contract 6518175

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 B – MISA Terms and Conditions

Contract 6518175

- 4.1.1.1 Awareness of confidentiality requirements contained in this Agreement;
  - 4.1.1.2 Procedures for encrypting Metro Government Information before emailing or transmitting over an Open Network, if the information classification of the information requires these controls;
  - 4.1.1.3 Procedures for information storage on media or mobile devices (and encrypting when necessary).
  - 4.1.2 Education about the procedures for recognizing and reporting potential Information Security Incidents;
  - 4.1.3 Education about password maintenance and security (including instructions not to share passwords);
  - 4.1.4 Education about identifying security events (e.g., phishing, social engineering, suspicious login attempts and failures);
  - 4.1.5 Education about workstation and portable device protection; and
  - 4.1.6 Awareness of sanctions for failing to comply with Contractor security policies and procedures regarding Sensitive Information.
  - 4.1.7 Periodic reminders to Agents about the training topics set forth in this section.
- 4.2 Contractor shall ensure that any Agent who accesses applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of this information. Completion of this training must be documented and must occur before Agent may access any Metro Government Information. This training must include, at a minimum:
- 4.2.1 Instructions on how to identify Metro Government Information.
  - 4.2.2 Instructions not to discuss or disclose any Sensitive Information to others, including friends or family.
  - 4.2.3 Instructions not to take media or documents containing Sensitive Information home unless specifically authorized by Metro Government to do so.
  - 4.2.4 Instructions not to publish, disclose, or send Metro Government Information using personal email, or to any Internet sites, or through Internet blogs such as Facebook or Twitter.
  - 4.2.5 Instructions not to store Metro Government Information on any personal media such as cell phones, thumb drives, laptops, personal digital assistants (PDAs), unless specifically authorized by Metro Government to do so as part of the Agent's job.
  - 4.2.6 Instructions on how to properly dispose of Metro Government Information, or media containing Metro Government Information, according to the terms in Exhibit DMH as well as applicable law or regulations.
- 5 **Agent Sanctions.** Contractor agrees to develop and enforce a documented sanctions policy for Agents who inappropriately and/or in violation of Contractor's policies and this Agreement, access, use or maintain applications or information stores which contain Sensitive Information. These sanctions must be applied consistently and commensurate to the severity of the violation, regardless of level within management, and including termination from employment or of contract with Contractor.

**SECTION AV**

**Protection Against Malicious Software**

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

**SECTION BU****Information Backup, Contingency Planning and Risk Management****1 General.**

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

## **SECTION 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. The Guidelines are currently available at <http://csrc.nist.gov/publications/PubsSPs.html>
  - 2.3** Upon Metro Government request, Contractor shall promptly provide written certification that media has been properly destroyed in accordance with this Agreement.
  - 2.4** Contractor may not transport or ship media containing Metro Government Information unless the media is Encrypted using Strong Encryption, or the information on the media has been sanitized through complete information overwrite (at least three passes); or media destruction through shredding, pulverizing, or drilling holes (e.g. breaking the hard drive platters).
  
- 3 Media Re-Use.**
  - 3.1** Contractor shall not donate, sell, or reallocate any media which stores Metro Government Information to any third party, unless explicitly authorized by Metro Government.
  - 3.2** Contractor shall sanitize media which stores Metro Government Information before reuse by Contractor within the Contractor facility.



**SECTION ENC**

**Encryption and Transmission of Information**

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

**SECTION IR****Incident Response**

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

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

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

**2 Incident Response.**

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

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

**SECTION LOG****Audit Logs**

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

**SECTION NET****Network Security****1 Network Equipment Installation.**

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

**2 Network Bridging.** Contractor shall ensure that no system implemented or managed by Contractor on the Metro Government Network will bridge or route network traffic.**3 Change Management.** Contractor shall maintain records of Contractor installations of, or changes to, any system on the Metro Government Network. The record should include date and time of change or installation (start and end), who made the change, nature of change and any impact that the change had or may have to the Metro Government Network, Metro Government system or Metro Government Information.**4 System / Information Access.**

- 4.1 Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.
- 4.2 Contractor shall only use Metro Government approved methods to configure Metro Government systems or application or grant access to systems.
- 4.3 Contractor shall use the Principle of Least Privilege when granting access to Metro Government Information, network or systems.

**SECTION PAT****Patch Creation and Certification**

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

**SECTION PES****Physical and Environmental Security**

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

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

**SECTION REM****Remote Access to Metro Government Network/System****1 B2B VPN or Private Circuit Requirements.**

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

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

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

**3 System / Information Access.** Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.**4 Remote Access Account Usage.**

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

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

**5 Metro Government Network Access Requirements.**

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

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

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

**7 Remote Control Software**

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



**SECTION SOFT****Software / System Capability****1 Supported Product.**

- 1.1 Unless otherwise expressly agreed by Metro Government in writing, Contractor shall provide Metro Government only supported versions of the Product, which will not become "end of life" for at least 24 months. When the Product or Service requires third party components, Contractor must provide a Product that is compatible with currently supported third party components. Unless otherwise expressly agreed by Metro Government, Contractor represents that all third party components in its Product are currently supported, are not considered "end of life" by the third party provider of such components, and will not become "end of life" in less than 24 months from the date of acquisition by Metro Government.
- 1.2 If Open Source Software is incorporated into the Product, Contractor shall only use widely supported and active Open Source Software in the Product, and shall disclose such software to Metro Government prior to its acquisition of the Product.
- 1.3 Information transfers within applications and involving services should be done using web services, APIs, etc. as opposed to flat file information transport.

**2 Software Capabilities Requirements.**

- 2.1 Contractor shall disclose to Metro Government all default accounts included in their Product or provide a means for Metro Government to determine all accounts included in the Product.
- 2.2 Contractor shall not include fixed account passwords in the Product that cannot be changed by Metro Government. Contractor shall allow for any account to be renamed or disabled by Metro Government.
- 2.3 Contractor's Product shall support a configurable Session Timeout for all users or administrative access to the Product.
- 2.4 Contractor shall ensure that the Product shall transmit and store Authentication Credentials using Strong Encryption.
- 2.5 Contractor Products shall mask or hide the password entered during Interactive User Login.
- 2.6 Contractor shall ensure that Products provided can be configured to require a Strong Password for user authentication.
- 2.7 Contractor's Product shall allow user accounts to be disabled after a configurable amount of failed login attempts over a configurable amount of time.
- 2.8 Contractor's Product shall have the capability to require users to change an initial or temporary password on first login.
- 2.9 Contractor's Product shall have the capability to report to Metro Government, on request, all user accounts and their respective access rights within three (3) business days or less of the request.
- 2.10 Contractor's Product shall have the capability to function within Metro Governments Information Technology Environment. Specifications of this environment are available upon request.

- 3 **Backdoor Software.** Contractor shall not provide Products with Backdoor Software, including, without limitation, undocumented or secret access functions (e.g., accounts, authorization levels, over-rides or any backdoor). Contractor shall supply all information needed for the Metro Government to manage all access (local or remote) capabilities within the Product including denying of Remote Access entirely from any party including Contractor. Contractor shall not include any feature within the Product that would allow anyone to circumvent configured authorization remotely.

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

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

**2 System Hardening.**

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

**3 Authentication.**

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

**4 Automatic Log off.** Contractor shall configure systems which store Sensitive Information to automatically logoff user sessions at the most after 20 minutes of inactivity.**5 User Accountability.** Contractor shall report to Metro Government, on request, all user accounts and their respective access rights within the system within five (5) business days or less of the request.**6 Information Segregation, Information Protection and Authorization.** Contractor shall implement processes and/or controls to prevent the accidental disclosure of Metro Government Sensitive Information to other Contractor Metro Governments, including an Affiliates of Metro Government.**7 Account Termination.** Contractor shall disable user accounts of Agents or Metro Government end users for the system within five (5) business days of becoming aware of the termination of such individual. In the cases of cause for termination, Contractor will disable such user accounts as soon as administratively possible.**8 System / Information Access.**

- 8.1 Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.
- 8.2 Contractor agrees to use the Principle of Least Privilege when granting access to Contractor Managed Systems or Metro Government Information.

**9 System Maintenance.**

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

## 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: Johnson Controls

Organization Officer Signature: David W Oxley

Name of Organization Officer: David w Oxley

Title: Branch Service Manager

## Exhibit D - General Services Planned Service Agreement

Customer Name : METRO GSA FULTON COMPLEX - HOWARD OFFICE BLDG  
Address: 700 2ND AVE S NASHVILLE, TN 37210-2006

### Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

### Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

### Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

### Term

This Agreement takes effect on the effective date of the Master Contract 6518175. The terms of this agreement are to align with the terms of the Master Contract 6518175.

### Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is \$21,852.00. This amount will be paid to JCI in advance in quarterly installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

NASHVILLE GENERAL SERVICES  
PO BOX 196301  
NASHVILLE, TN 37219

- In lieu of paper invoices sent to the location above, invoices should be emailed to the following email address: \_\_\_\_\_

Please check the applicable box indicating Customer Purchase Order (PO) Requirements:

- No PO Required       Single PO Required for Initial Term       Annual PO Required

JCI Branch: **JOHNSON CONTROLS NASHVILLE TN CB - 0N74**

Address: **320 PREMIER CT S STE 213**

**FRANKLIN, TN 37067-8252**

Branch Phone: **(866) 825-8866**

Branch Email: \_\_\_\_\_

**Schedule A - Equipment List**

<b>METRO GSA FULTON COMPLEX - HOWARD OFFICE BLDG</b>	<b>700 2ND AVE S NASHVILLE, TN 37210-2006</b>
--	---

**Product: Block Hours - Controls**

Quantity: 1  
Coverage Level: Premium

**Services Provided**  
1 Repair

Customer Tag  
CUSTOMER DIRECTED TASKS

Manufacturer  
JCI\_YORK

Model #

Serial #  
1-15YOBZUC

**Enhanced Tier**

**Product: Controls (Controller/End Devices), Supervisory/Server/UI, Johnson Controls 0-25000 points**

Quantity: 1  
Coverage Level: Basic

**Services Provided**  
4 Operational  
4 Offsite Backup Storage

Customer Tag

Manufacturer

Model #

Serial #

**Essential – Advisor Tier**

**Product: Controls Software, Supervisory/Server/UI, Johnson Controls, ADX**

Quantity: 1  
Coverage Level: Basic

**Services Provided**  
1 ADX 10-User Site Dir Software Subscription 1-year - Subscription Only  
1 Install NxE software (supplied with Software Upgrade/Subscription) - 6 to 20 NxE's

Customer Tag

Manufacturer

Model #

Serial #

This proposal is subject to the terms and conditions of the Master Purchase Agreement - Contract Purchase Agreement 6518175.

**Exhibit E - Library Planned Service Agreements****Contract 6518175****Nashville Public Library Metasys Modernization****To: Dan Padilla**

Taylor Lamb  
 Account Executive  
 taylor.a.lamb@jci.com  
 615-516-0456

**PROJECT SUMMARY**

JCI proposes to upgrade the Nashville Public Library's Metasys control system. The base bid is to upgrade all 215 VAV boxes to modern VAV controllers with discharge temperature sensors and new space temperature sensors. JCI will install new BACnet communication trunks for new controllers. This base bid includes graphics generation and configuration of the Metasys User Interface which will allow the customer to access and modify the system via web browsers on computers, tablets, and smart phones. This bid assumes all work will be done after hours. Add alternate price is to modernize the AHU and boiler controls as well.

**BASE BID:****(1) Metasys Network Architecture:**

- Integrate new DDC controllers into existing supervisory controllers.
- Build graphics for systems outlined below
- Implement Metasys User Interface with equipment-space relationships

**(215) VAV with HW Reheat:**

- Furnish and install a DDC controller with actuator
- Furnish and install a space temperature sensor
- Furnish and install a discharge air temperature sensor
- Re-connect existing HW valve wiring to new controller
- Daisy-chain controller

**ADD ALTERNATE:****(7) AHU:**

- Replace existing controllers and IOM expansion modules with new ones
- Replace the following existing devices:
  - Mixed air temperature sensor
  - Return air temperature sensor
  - Return air humidity sensor
  - Return air carbon dioxide sensor
  - Discharge air temperature sensor
  - Discharge air humidity sensor
  - Low limit temperature sensor
  - Outside air carbon dioxide sensor

**Clarifications:**

- AHU-1 already has updated controllers and therefore scope associated with AHU-1 will include the new devices but the controllers will remain

**(1) Hot Water System:**

- Replace existing controller and IOM expansion modules with new ones
  - All existing devices will remain

**Owner Training:**

- Provide 8 hours of owner training.

**CLARIFICATIONS:**

- This Proposal shall be Included Within any Contract Terms and Conditions
- Four-week minimum lead time for material order placement after approved submittal is received
- All Wiring Will be in Plenum Cable or Approved Alternate



***Exhibit E - Library Planned Service Agreements***

***Contract 6518175***

- JCI is not responsible for troubleshooting or replacing nonfunctioning existing controls devices or equipment
- Sequences of operation will match what is currently installed on the controller being swapped out

**EXCLUSIONS:**

- Fire/smoke, smoke, and fire dampers are provided by others
- Control of fire/smoke, smoke, or fire dampers are by the FA contractor
- UL864-rated controllers or scope including, but not limited to, smoke control/smoke purge
- Cutting, patching and painting
- Payment and performance bond unless required
- Independent BAS network is excluded
- Any 120V Wiring
- Third Party Commissioning and support unless identified at job acceptance
- Test & Balance Coordination and support unless identified at job acceptance
- Replacing damaged or missing ceiling tiles
- Scope associated with equipment that requires a lift to access

**Important:** This proposal incorporates by reference the Terms and Conditions attached

**This Proposal is Valid Until for 30 days from the proposed date.**

This proposal is hereby accepted, and Johnson Controls is authorized to proceed with the work, subject to credit approval by Johnson Controls, Inc. Milwaukee, WI.

Standard Terms and Conditions – U.S.A.

References to “products”, “equipment” or “services” herein shall mean those to be furnished by Seller as identified on the applicable Seller Quotation

**Exhibit E - Library Planned Service Agreements****Contract 6518175**

(1) **AGREEMENT AND LIMITATIONS.** Buyer accepts these Standard Terms and Conditions by signing and returning Seller's Quotation, by sending a purchase order in response to the Quotation, or Buyer's instructions to Seller to begin work, including shipment of product or performance of services.

(2) **TERMINATION OR MODIFICATION.** Intentionally Deleted.

(3) **PRICE, SHIPMENT, AND PAYMENT.** Intentionally Deleted.

(4) **TAXES.** Intentionally Deleted.

(5) **DELIVERY.** Intentionally Deleted.

(6) **LIMITED WARRANTY.** Seller warrants that the product and equipment furnished by Seller under the Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner. If Seller installs or furnishes product or equipment under the Agreement, and such product or equipment, or any part thereof, is covered by a manufacturer's warranty, Seller will transfer the benefits of that manufacturer's warranty to Buyer. This limited warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.**

(7) **INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY.** Intentionally Deleted.

(8) **PATENTS.** Intentionally Deleted.

(9) **GOVERNING LAW.** Intentionally Deleted.

(10) **DISPUTE RESOLUTION.** Intentionally Deleted.

(11) **SOFTWARE LICENSE.** To the extent software is provided by Seller under the Agreement, Buyer agrees that such software may only be used in accordance with the terms and conditions of the software license agreement that accompanies the software. Buyer agrees not to directly or indirectly decompile, disassemble, reverse engineer or otherwise derive the source code for the software. If Buyer is a U.S. Government agency, Buyer acknowledges that the software licensed under the Agreement is a commercial item that has been developed at private expense and not under a Government contract. The Government's rights relating to the software are limited to those rights applicable to Buyer's as set forth herein and is binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.

(12) **MISCELLANEOUS**

(a) **CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in local code requirements which become effective after Seller has accepted Buyer's order.

(b) **CHARACTER OF PRODUCT AND SECURITY INTEREST:** Intentionally Deleted.

(c) **INSURANCE:** Intentionally Deleted.

(d) **INSTALLATION:** If installation by the Seller is included within the Seller's Quotation, Buyer shall Provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required.

(e) **COMPLIANCE WITH LAWS:** Seller's obligations are subject to the export administration and control laws and regulations of the United States. Buyer shall comply fully with such laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.



## **Rider to Installation Agreement**

This Rider is made as of the effective date of the Master Contract (6518175) by and between Johnson Controls, Inc. (“Johnson Controls”) and The Metropolitan Government of Nashville and Davidson County (“Customer”) and amends the Contract Purchase Agreement 6518175 (the “Agreement”). This Rider is effective as of the date of last signature below. The provisions of this Rider supersede and replace any other agreement or agreements between Johnson Controls and Customer with respect to the subject matters covered by this Rider and constitutes the entire agreement of the parties on the subject matter hereof.

1. **Prime Contract.** Any upstream/prime project contracts shall be binding on Johnson Controls only to the extent such requirements are applicable to Johnson Controls’ scope of work and provided that copies of these documents have been delivered to Johnson Controls, and Johnson Controls has confirmed in writing its receipt of such documents and acceptance of the obligations of such applicable documents. In the event of any conflict between the Agreement and any relevant upstream/prime contracts, the Agreement shall control.
2. **Indemnity.** Johnson Controls agrees to indemnify Customer for all damages, losses and expenses with respect to any third-party claims for personal injury, including death, or tangible property damage but only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of Johnson Controls in fulfilling its obligations under this agreement. In the event Johnson Controls is obligated to indemnify Customer as set forth above or pursuant to the terms in Contract 6518175, Johnson Controls has the right but not the obligation to defend Customer against third-party claims. If Johnson Controls elects to undertake such defense, then Johnson Controls shall have exclusive control over the defense to the extent it does not bind the Metropolitan Government.

In the event of patent infringement, Johnson Controls shall at its option: i) repair or replace the product to make non-infringing, or ii) refund amounts paid for infringing product on a depreciated basis. The foregoing defense and indemnification by Johnson Controls shall not apply where: (1) infringement is based on the combination of products or services provided by Johnson Controls hereunder in combination with any other products or services not reasonably anticipated by Johnson Controls, or (2) infringement is based on a use of the products or services provided by Customer hereunder that is contrary to the use that is intended by Johnson Controls, to the extent that intent is communicated to Customer in writing.

3. **Limitation of Liability.** PURSUANT TO THE LAWS OF THE STATE OF TENNESSEE, **IN NO EVENT SHALL JOHNSON CONTROLS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE IN THE AGGREGATE FOR ANY DAMAGES, CLAIMS, DEMANDS, SUITS, COSTS, OR LOSS RELATING TO THIS AGREEMENT OR THE SERVICES CONTEMPLATED THEREBY IN ANY AMOUNT EXCEEDING THREE TIMES (3X) THE TOTAL AMOUNT PAID TO JOHNSON CONTROLS UNDER THE AGREEMENT, REGARDLESS OF THE CAUSE OR FAULT AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.**
4. **Waiver of Consequential Damages.** **IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL JOHNSON CONTROLS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO CUSTOMER (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.**
5. **Price Adjustments.** The pricing set forth in this Agreement is based on Johnson Controls’ quoted scope of work and known site conditions (“Scope of Work”). If the Customer requests additional work beyond that set forth in the Scope of Work, the price will be increased accordingly. Prices for products covered may also be adjusted by Johnson Controls to reflect any increase in Johnson Controls’ cost of raw materials (e.g., steel, aluminum) incurred after issuance of Johnson Controls’ applicable proposal or quotation.
6. **Force Majeure.** Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to perform under this Agreement, caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A “Force Majeure Event” is an event beyond the reasonable control of Johnson Controls, foreseeable or unforeseeable, including, without limitation, acts of God, severe weather, declared or undeclared natural disasters, acts or omissions of any governmental authority including change in applicable law, epidemics, pandemics, disease, viruses, quarantines or other public health risks and/or responses, strikes, lock-outs, labor shortages or disputes, an increase of 5%

{N0523800.1}

or more in tariffs, fires, explosions or other casualties, thefts, vandalism, civil disturbances, riots, war, terrorism, power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation. If Johnson Controls' performance is delayed, impacted, or prevented by a Force Majeure Event or, its continued effects, Johnson Controls shall be excused from performance under the Agreement. If Johnson Controls is delayed in achieving any scheduled milestones due to a Force Majeure Event, Johnson Controls will be entitled to extend such milestones by the amount of time Johnson Controls was delayed as a result of such event, plus additional time to overcome the effect of the delay. As of the effective date of this Agreement, no condition exists that constitutes a force majeure event.

7. **Choice of law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of Tennessee, without regard to conflict of law principles therein.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/23/2023

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

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

<b>PRODUCER</b> MARSH USA LLC. 540 West Madison Street Suite 1200 Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596--5-22-23*	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;"><b>CONTACT NAME:</b> Chad Mannella</td> </tr> <tr> <td style="border-bottom: 1px solid black;"><b>PHONE (A/C, No, Ext):</b> (866) 966-4664</td> </tr> <tr> <td style="border-bottom: 1px solid black;"><b>FAX (A/C, No):</b></td> </tr> <tr> <td style="border-bottom: 1px solid black;"><b>E-MAIL ADDRESS:</b> JCI.certrequest@marsh.com</td> </tr> </table> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td style="border-bottom: 1px solid black;"><b>INSURER A :</b> Old Republic Insurance Company</td> <td style="border-bottom: 1px solid black;">24147</td> </tr> <tr> <td style="border-bottom: 1px solid black;"><b>INSURER B :</b></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;"><b>INSURER C :</b></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;"><b>INSURER D :</b></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;"><b>INSURER E :</b></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;"><b>INSURER F :</b></td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>	<b>CONTACT NAME:</b> Chad Mannella	<b>PHONE (A/C, No, Ext):</b> (866) 966-4664	<b>FAX (A/C, No):</b>	<b>E-MAIL ADDRESS:</b> JCI.certrequest@marsh.com	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A :</b> Old Republic Insurance Company	24147	<b>INSURER B :</b>		<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER D :</b>																			
<b>INSURER E :</b>																			
<b>INSURER F :</b>																			
<b>INSURED</b> Johnson Controls US Holdings, LLC Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209																			

**COVERAGES** **CERTIFICATE NUMBER:** CHI-010084471-03 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 313947-22	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ INC IN GEN AGG
A	<b>AUTOMOBILE LIABILITY</b>			MWTB 313946-22 (Excludes New Hamp)	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,500,000
A	<input checked="" type="checkbox"/> ANY AUTO			MWTB 313949-22 (Primary NH \$250k)	10/01/2022	10/01/2023	BODILY INJURY (Per person) \$
A	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWZX 313950-22 (Excess NH \$2.25mm)	10/01/2022	10/01/2023	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY			Excess NH Auto is Follow Form to Primary NH Auto			PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			MWC 313943-22 (AOS - see page 2)	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input type="checkbox"/> N/A	MWX 313944-22 (OH & WA)	10/01/2022	10/01/2023	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: RFQ/Contract Number: 6518175  
 Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as additional insured per the attached. See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions.

**CERTIFICATE HOLDER** **CANCELLATION**

Metropolitan Government of Nashville and Davidson County Purchasing Agent Metro Courthouse Nashville, TN 37201	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b> of Marsh USA LLC</p> <p style="text-align: right;"><i>Chad Mannella</i></p>
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## ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> MARSH USA LLC.	<b>NAMED INSURED</b> Johnson Controls US Holdings, LLC Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209
<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE:</b>
<b>CARRIER</b>	
<b>NAIC CODE</b>	

### ADDITIONAL REMARKS

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

#### WORKERS COMPENSATION:

Workers Compensation "AOS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE: AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

#### PRIMARY COVERAGE:

The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

#### WAIVER OF SUBROGATION:

The General Liability, Automobile Liability, Workers' Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the certholder and any other person or organization, BUT ONLY to the extent required by written contract.

#### ADDITIONAL INSURED - AUTOMOBILE LIABILITY:

The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

#### ADDITIONAL INSURED - GENERAL LIABILITY:

For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

#### ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE

The General Liability Insurance includes insurance for ongoing operations and completed operations.

#### LIMIT OF LIABILITY:

The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to \$1,000,000.

#### NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:

Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

#### NAMED INSURED:

Air Distribution Technologies IP, LLC; Air System Components, Inc.; American Chiller Mechanical Service LLC; ArkLaTex Mechanical Service; Carter Brothers, LLC; CEM Access Systems, Inc.; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; Federal Energy Infrastructure Solutions, LLC; Foghorn Systems Inc.; Grinnell Fire Protection Solutions LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Digital Solutions LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; Koch Filter Corporation; Master Protection LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems; Retail Expert, Inc.; Richmond Alarm Company LLC; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Security Enhancement Systems LLC, Senelco Iberia, Inc.; Sensormatic Asia/Pacific, Inc.; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire USA Inc.; SimplexGrinnell LP; Tempered Networks Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco Integrated Security LLC; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

**IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY****ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED  
PERSON OR ORGANIZATION - ENDORSEMENT A2**

Named Insured Johnson Controls US Holdings LLC			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 22	Policy Period 10/01/22 - 10/01/23	Effective Date of Endorsement 10/01/22
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Name Of Additional Insured Person(s) Or Organization(s):**

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

**Location(s) Of Covered Operations:**

As required by contract.

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 solely 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.

**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.

GL 289 001 1012



**IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY****ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - ENDORSEMENT A2A**

Named Insured Johnson Controls US Holdings LLC			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 22	Policy Period 10/01/22 - 10/01/23	Effective Date of Endorsement 10/01/22
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Name Of Additional Insured Person(s) Or Organization(s):**

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

**Location And Description Of Completed Operations:**

As required by contract.

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

**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 solely 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".

GL 289 002 1012





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/30/2023

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

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

<b>PRODUCER</b> MARSH USA LLC. 411 E. Wisconsin Avenue Suite 1300 Milwaukee, WI 53202 Attn: JCI.Certrequest@marsh.com CN101230596-J&T-PL-23-24	<b>CONTACT NAME:</b> Chad Mannella <b>PHONE (A/C. No. Ext):</b> (866) 966-4664 <b>FAX (A/C. No):</b> <b>E-MAIL ADDRESS:</b> JCI.certrequest@marsh.com														
<b>INSURED</b> Johnson Controls International plc (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A :</b> Zurich American Insurance Company</td> <td style="text-align: center;">16535</td> </tr> <tr> <td><b>INSURER B :</b></td> <td></td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A :</b> Zurich American Insurance Company	16535	<b>INSURER B :</b>		<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
INSURER(S) AFFORDING COVERAGE	NAIC #														
<b>INSURER A :</b> Zurich American Insurance Company	16535														
<b>INSURER B :</b>															
<b>INSURER C :</b>															
<b>INSURER D :</b>															
<b>INSURER E :</b>															
<b>INSURER F :</b>															

**COVERAGES****CERTIFICATE NUMBER:**

CHI-009248542-19

**REVISION NUMBER: 4**

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
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			EOC0238122-06	02/01/2023	02/01/2024	Each Claim and Related Claim 1,000,000 Aggregate Limit 1,000,000

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

Re: RFQ/Contract Number: 6518175  
 Coverage includes Tech E&O

**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  
 of Marsh USA LLC

*Chad Mannella*

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AGENCY CUSTOMER ID: CN101230596

LOC #: Milwaukee



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

<b>AGENCY</b> MARSH USA LLC.	<b>NAMED INSURED</b> Johnson Controls International plc (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209
<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE:</b>
<b>CARRIER</b>	
<b>NAIC CODE</b>	

### ADDITIONAL REMARKS

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

All services including Technology Services, Construction Management Services and Design/Build Services, Fire & Security products and services performed by the Building Technologies & Solutions units of Johnson Controls International plc. or on behalf of Building Technologies & Solutions Units of Johnson Controls International plc. by others acting under their direction or trade name, including any such services that are performed electronically utilizing the Internet or a network of two or more computers.

**NAMED INSURED:**

Air Distribution Technologies IP, LLC; Air System Components, Inc.; American Chiller Mechanical Service LLC.; ArkLaTex Mechanical Service; Carter Brothers, LLC; CEM Access Systems, Inc.; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; Federal Energy Infrastructure Solutions, LLC; Foghorn Systems Inc.; Grinnell Fire Protection Solutions LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Digital Solutions LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; Koch Filter Corporation; Master Protection LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems; Retail Expert, Inc.; Richmond Alarm Company LLC; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Security Enhancement Systems LLC, Senelco Iberia, Inc.; Sensormatic Asia/Pacific, Inc.; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire USA Inc.; SimplexGrinnell LP; Tempered Networks Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco Integrated Security LLC; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

The Professional Liability insurance referenced herein was placed by Aon Risk Services Central, Inc., or one or more of its subsidiaries or affiliates. Marsh is evidencing this coverage on this certificate for your convenience.

Professional Liability coverage is claims-made.

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



SS #: SS2022144

Date Received: May 11, 2022

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

**Proposed supplier MUST be Registered in iProcurement**

Date: 05/11/2022 Requesting Department/Agency/Commission: General Services Department / Building Operations and Support Services

Requesting Official: Ava Elsaghir Telephone #: 615-930-6049 This is for a multi-year contract.

Product/Service Description: Metasys Building Automation Software/ Systems Preventative Maintenance, Repairs and Upgrades on as needed basis. Johnson Controls, Inc. is the sole Manufacturer and service provider for Metasys software and the only authorized to access the Mestasys software for existing METRO facilities.

**Approval of changes**

Total Purchase (Enter the value for the **entire contract life**) Price: ~~\$1,500,000.00~~ **\$4,000,000.00** *MLL* 6/27/2023 | 2:50 PM CDT

BU Number: 10103220 & 39102000 Fund #: 10101 Object Account: 502920 Any Other Accounting Info: \_\_\_\_\_

Proposed Supplier: Johnson COntrls, Inc. Proposed Supplier Contact: Terri F. Ray  
Supplier Address: 320 Premier Court Smith, Suite 213 City: Franklin ST: TN Zip: 37067  
Supplier Telephone #: 615-653-5969 Supplier Email: Terri.F.Ray@jci.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 item listed in R4.12.060.05

If Other, Explain Request: Not required if "Other" was not selected above.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: AE

Requesting Department Director's Signature of Approval: Velvet Hunter 5/11/2022 | 2:37 PM CDT



320 Premier Court South  
Suite 213  
Franklin TN 37067  
866-825-8866

April 26,2022

Metropolitan Government of Nashville and Davidson County  
PO Box 196301  
Nashville, TN 37219-6301

Subject: Sole Source provider of Johnson Controls Metasys Building Automation Software/Systems

Dear Glenn Mohon:

This letter is to confirm that Johnson Controls, Inc. is the manufacturer of the Johnson Controls Metasys Building Automation Software/Systems serving your facilities. Johnson Controls direct service branch office is the only channel authorized by Johnson Controls to perform maintenance on this software and equipment.

Johnson Controls maintains an expansive inventory of service components for all aspects of our business. Additionally, all of our technicians and mechanics receive OEM factory training.

Johnson Controls has been providing service for these facilities for many years. Our technicians have a unique and significantly complex knowledge of these buildings and the deployment of the Metasys Building Automation Software/Systems at your facilities. Johnson Controls can and will continue to perform service in an efficient and timely manner.

Our knowledge of facilities as well as our strengths as the developer and manufacturer of the Metasys Building Automation Software/Systems allows us to provide the highest level of service and support available for these systems and for our customer's at an efficient price.

Please let me know if you have any questions about Johnson Controls service channel strategy in your area. Please feel free to contact Robert F Elrod at 866-825-8866 or myself to discuss this sole source request.

Sincerely,

A handwritten signature in cursive script that reads "David W. Oxley".

David Oxley  
Branch Service Manager  
Nashville Branch

SS2022144

SS #: \_\_\_\_\_

May 11, 2022

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

**To be completed by the Procurement Division**

**Vetting & Research Needed; Date Requested by Purchasing Agent** \_\_\_\_\_

**Sole Source is Approved for:** \_\_\_\_\_  
multi-year contract

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

**PURCHASING AGENT:** Michelle A. Hernandez Lane **Date:** 5/13/2022 | 9:20 AM

**Certificate Of Completion**

Envelope Id: DDBC2112EAB0443F81D6452A09092B20

Status: Sent

Subject: Metro Contract 6518175 with Johnson Control, Inc (General Services/Library)

Source Envelope:

Document Pages: 57

Signatures: 11

Envelope Originator:

Certificate Pages: 17

Initials: 4

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelope Stamping: Enabled

Nashville, TN 37219

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

prg@nashville.gov

IP Address: 170.190.198.190

**Record Tracking**

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

7/24/2023 7:22:01 AM

prg@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and

Location: DocuSign

Davidson County

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

Gary Clay

Gary.Clay@nashville.gov

Asst. Purchasing Agent

Security Level: Email, Account Authentication  
(None)

Sent: 7/24/2023 7:33:23 AM

Viewed: 7/24/2023 7:46:47 AM

Signed: 7/24/2023 7:46:56 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 170.190.198.185

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Kathy King

Kathy.King@nashville.gov

Security Level: Email, Account Authentication  
(None)

Sent: 7/24/2023 7:47:00 AM

Viewed: 7/24/2023 7:54:20 AM

Signed: 7/25/2023 8:04:11 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

**Electronic Record and Signature Disclosure:**

Accepted: 7/24/2023 7:54:20 AM

ID: 1b7778a2-4604-4eb0-ad5c-58145c3bd46e

Elizabeth Jefferson

elizabeth.jefferson@nashville.gov

Security Level: Email, Account Authentication  
(None)

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Viewed: 7/25/2023 8:38:53 AM

Signed: 7/25/2023 8:47:40 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

**Electronic Record and Signature Disclosure:**

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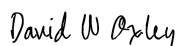
ID: e47d4be1-f2f4-43f3-a35b-8dddae6180f2

David W Oxley

david.oxley@jci.com

Branch Service Manager

Johnson Controls

Security Level: Email, Account Authentication  
(None)

Sent: 7/25/2023 8:47:45 AM

Viewed: 7/26/2023 1:31:34 PM

Signed: 7/26/2023 1:32:51 PM

Signature Adoption: Pre-selected Style

Using IP Address: 136.226.3.97

**Electronic Record and Signature Disclosure:**

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

Accepted: 7/26/2023 1:31:34 PM  
ID: 501bde75-1fbe-4a8c-a1fb-44a8b8c1b1a2

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

*Michelle A. Hernandez Lane*

Signature Adoption: Pre-selected Style  
Using IP Address: 172.58.145.172  
Signed using mobile

Sent: 7/26/2023 1:32:55 PM  
Viewed: 7/26/2023 2:52:58 PM  
Signed: 7/26/2023 2:55:56 PM

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

Velvet Hunter  
Velvet.Hunter@nashville.gov  
Security Level: Email, Account Authentication  
(None)

*Velvet Hunter*

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

Sent: 7/26/2023 2:56:03 PM  
Viewed: 7/26/2023 3:23:05 PM  
Signed: 7/26/2023 3:23:23 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 7/26/2023 3:23:05 PM  
ID: 7c3a1ac4-3364-4964-943b-727ebdf9c7c6

Kelly Flannery  
aaron.pratt@nashville.gov  
Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
*Kelly Flannery/ap*  
DB59844A2DE04C4...

Signature Adoption: Uploaded Signature Image  
Using IP Address: 170.190.198.185

Sent: 7/26/2023 3:23:28 PM  
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Signed: 7/26/2023 3:27:50 PM

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

Kelly Flannery  
kelly.flannery@nashville.gov  
Security Level: Email, Account Authentication  
(None)

*Kelly Flannery*

Signature Adoption: Pre-selected Style  
Using IP Address: 174.212.172.84  
Signed using mobile

Sent: 7/26/2023 3:27:54 PM  
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Signed: 7/26/2023 3:35:03 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 7/26/2023 3:34:44 PM  
ID: 4c4b38fc-8090-44c5-992c-92523ab52778

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

*BC*

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

Sent: 7/26/2023 3:35:07 PM  
Viewed: 7/26/2023 4:00:06 PM  
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**Electronic Record and Signature Disclosure:**  
Accepted: 7/26/2023 4:00:06 PM  
ID: 047a337b-24d2-4db4-a0c4-9bab0ac63b82

Tessa V. Ortiz-Marsh  
tessa.ortiz-marsh@nashville.gov  
Security Level: Email, Account Authentication  
(None)

*Tessa V. Ortiz-Marsh*

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

Sent: 7/26/2023 4:00:21 PM  
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Signed: 7/26/2023 9:11:10 PM

Signer Events	Signature	Timestamp
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**Electronic Record and Signature Disclosure:**  
Accepted: 7/26/2023 8:16:47 PM  
ID: 08e0925a-019d-456f-836b-456e20bd85f5

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

Sent: 7/26/2023 9:11:19 PM

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

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

**COPIED**

Sent: 7/24/2023 7:33:23 AM

Sally Palmer  
sally.palmer@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 7/26/2023 10:17:37 AM  
ID: 711f868b-3b51-4f19-9e78-09dc77d288e8

**COPIED**

Sent: 7/26/2023 9:11:15 PM

Tessa V. Ortiz-Marsh  
tessa.ortiz-marsh@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 7/26/2023 8:16:47 PM  
ID: 08e0925a-019d-456f-836b-456e20bd85f5

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Sent: 7/26/2023 9:11:18 PM

Jeremy Frye  
jeremy.frye@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 7/8/2023 9:43:10 AM  
ID: 4371bddd-f1e7-4e92-a7d1-e10027a27151



Carbon Copy Events	Status	Timestamp
<p>Ava Elsaghir ava.elsaghir@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 7/18/2023 6:43:45 AM ID: a764c1fa-5e98-4444-bbf9-e8034cb55db3</p> <p>Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 7/7/2023 3:24:54 PM ID: 3def98b6-5298-4b05-9853-0b526c719a1b</p> <p>Taylor Lamb taylor.a.lamb@jci.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p> <p>Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 7/25/2023 9:02:42 AM ID: 6fecb19b-0433-4f98-9bd2-8732458ba798</p> <p>Terri Ray terri.ray@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p> <p>Jessica Horn Jessica.Horn@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 6/29/2023 5:52:56 PM ID: fe2b855d-aa99-4636-9a20-9fd4391531d0</p> <p>Glenn Mohon glenn.mohon@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/24/2023 7:33:23 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		