



ORDINANCE NO. \_\_\_\_\_

An ordinance approving Amendment Number 1 to a contract between Harvey Nash, Inc. and the Metropolitan Government of Nashville and Davidson County for information technology temporary personnel services.

WHEREAS, on or about May 18, 2021, the Metropolitan Government, by and through the Department of Information Technology Services (ITS), entered into a 60-month contract with Harvey Nash, Inc. for information technology temporary personnel services ("the Contract"); and,

WHEREAS, as set forth in Amendment Number 1, attached hereto and incorporated herein, the parties now desire to extend the term of the Contract beyond 60 months, among other amendments; and,

WHEREAS, Sections 4.12.160.A. and 4.12.160.B. of the Metropolitan Code limit the term of contracts for services to sixty (60) months, unless otherwise authorized by the Metropolitan Council; and,

WHEREAS, approval of the Contract will benefit the citizens of Nashville and Davidson County.

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

Section 1. That Amendment Number 1 to the contract between Harvey Nash, Inc. and the Metropolitan Government of Nashville and Davidson County, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

*Dennis Rowland*  
Dennis Rowland  
Purchasing Agent

APPROVED AS TO AVAILABILITY  
OF FUNDS:

*Jenneen Reed/mjr*  
Jenneen Reed, Director  
Department of Finance

APPROVED AS TO FORM AND  
LEGALITY:

*Erica Haber*  
Assistant Metropolitan Attorney

INTRODUCED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Member(s) of Council

# Contract Amendment Abstract

## Contract Amendment Information

Contract Title: Information Technology Temporary Personnel Services

Amendment Summary: Amend clause 3.1 Contract Term to extend contract to 116 months. Amend clause 7.1

Proof of Insurance to remove the requirement to identify the project name, RFQ or Contract number on the  
ACORD document and add Boycott of Israel as clause 8.16 and renumber each subsequent clause.

Contract Number: 6489746 Amendment Number: 1 Request Number: A2026040

Type of Contract: IDIQ Contract Requires Council Legislation: Yes

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

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

Contract Start Date: 05/18/2021 Contract Expiration Date: 12/21/2031 Contract Term: 116 Months

Previous Estimated Contract Life Value: \$9,000,000.00

Amendment Value: \$0.00

Fund: 10101\*

New Estimated Contract Life Value: \$9,000,000.00

BU: 14521061\*

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

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Jan Harvey BAO Staff: Jeremy Frye

Procuring Department: ITS Department(s) Served: ITS

## Prime Contractor Information

Prime Contracting Firm: Harvey Nash, Inc ISN#: 1005206

Address: 1700 Rt 23 North, Suite 100 City: Wayne State: NJ Zip: 07470

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

Prime Company Contact: Keegan Banks Email Address: Keegan.Banks@harveynash.com Phone #: 615-468-0188

Prime Contractor Signatory: Keegan Banks Email Address: Keegan.Banks@harveynash.com

## Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: No SBE/SDV participation

Amount: N/A

Percent, if applicable: N/A

Equal Business Opportunity Program:

Program Not Applicable

MBE Amount: N/A

MBE Percent, if applicable: N/A

WBE Amount: N/A

WBE Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise:

No

Amount: N/A

Percent, if applicable: N/A

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No



**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 6489746  
BETWEEN  
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
AND HARVEY NASH, INC.**

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

**WITNESSETH**

**WHEREAS**, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated MAY 18, 2021, Metro Contract numbered 6489746, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amend clause 3.1 Contract Term to extend contract to 116 months. Amended clause shall read as follows:

"The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end December 21, 2031.

2. Amend clause 7.1 Proof of Insurance to remove the requirement to identify the project name, RFQ or Contract number on the ACORD document. The amended clause shall read as follows:

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

3. Insert Boycott of Israel clause as 8.16 and renumber each subsequent clause. Inserted clause shall read as follows:

**"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."



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

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number 6489746  
Amendment Number 1

THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

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

APPROVED AS TO COMPLIANCE WITH  
PROCUREMENT CODE:

Dennis Rowland DR  
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Jennine Reed/MLL ER  
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Erica Haber B  
Metropolitan Attorney Insurance

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

ATTESTED:

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

CONTRACTOR

Harvey Nash Inc  
Company Name  
Keegan Banks  
Signature of Company’s Contracting Officer  
Keegan Banks  
Officer’s Name  
SVP - Client Delivery  
Officer’s Title



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/5/2025

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

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

| <b>PRODUCER</b><br>Arthur J. Gallagher Risk Management Services, LLC<br>300 Madison Ave 28th Floor<br>New York NY 10017 | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No. Ext):</b> 212-994-7100 <b>FAX (A/C, No):</b> 212-994-7047<br><b>E-MAIL ADDRESS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                               |        |                                             |       |                                                     |       |                                                             |       |                   |  |                   |  |                   |  |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|---------------------------------------------|-------|-----------------------------------------------------|-------|-------------------------------------------------------------|-------|-------------------|--|-------------------|--|-------------------|--|
| <b>INSURED</b><br>Harvey Nash, Inc.<br>1700 Rt 23 North Suite 100<br>Wayne, NJ 07470                                    | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Phoenix Insurance Company</td> <td style="text-align: center;">25623</td> </tr> <tr> <td><b>INSURER B:</b> Travelers Indemnity Co of America</td> <td style="text-align: center;">25666</td> </tr> <tr> <td><b>INSURER C:</b> Travelers Property Casualty Co of America</td> <td style="text-align: center;">25674</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> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | <b>INSURER A:</b> Phoenix Insurance Company | 25623 | <b>INSURER B:</b> Travelers Indemnity Co of America | 25666 | <b>INSURER C:</b> Travelers Property Casualty Co of America | 25674 | <b>INSURER D:</b> |  | <b>INSURER E:</b> |  | <b>INSURER F:</b> |  |
| INSURER(S) AFFORDING COVERAGE                                                                                           | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |        |                                             |       |                                                     |       |                                                             |       |                   |  |                   |  |                   |  |
| <b>INSURER A:</b> Phoenix Insurance Company                                                                             | 25623                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |        |                                             |       |                                                     |       |                                                             |       |                   |  |                   |  |                   |  |
| <b>INSURER B:</b> Travelers Indemnity Co of America                                                                     | 25666                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |        |                                             |       |                                                     |       |                                                             |       |                   |  |                   |  |                   |  |
| <b>INSURER C:</b> Travelers Property Casualty Co of America                                                             | 25674                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |        |                                             |       |                                                     |       |                                                             |       |                   |  |                   |  |                   |  |
| <b>INSURER D:</b>                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |        |                                             |       |                                                     |       |                                                             |       |                   |  |                   |  |                   |  |
| <b>INSURER E:</b>                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |        |                                             |       |                                                     |       |                                                             |       |                   |  |                   |  |                   |  |
| <b>INSURER F:</b>                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |        |                                             |       |                                                     |       |                                                             |       |                   |  |                   |  |                   |  |

**COVERAGES****CERTIFICATE NUMBER:** 2016251678**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ADDL INSD                         | SUBR WVD | POLICY NUMBER      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                            |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----------|--------------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE    <input checked="" type="checkbox"/> OCCUR<br/> <br/>           GEN'L AGGREGATE LIMIT APPLIES PER:<br/> <input checked="" type="checkbox"/> POLICY    <input type="checkbox"/> PRO-JECT    <input type="checkbox"/> LOC<br/>           OTHER:         </div> <div> <br/><br/><br/> <input checked="" type="checkbox"/> SCHEDULED AUTOS<br/> <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY         </div> </div> | Y                                 |          | 6601R109820-PHX-25 | 8/1/2025                | 8/1/2026                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | <input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                                                                                                                                                                                                                                                                                        | Y                                 |          | BA1R666519-25-NM-G | 8/1/2025                | 8/1/2026                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                   |
| C        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                                                                                                                                                                                                                                                                  |                                   |          | CUP1R712577-25-NM  | 8/1/2025                | 8/1/2026                | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$                                                                                                                                                                                    |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                                                                                                                                                                                                                                   | Y / N<br><input type="checkbox"/> | N / A    | UB1R128115-25-NM-G | 8/1/2025                | 8/1/2026                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>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: Contract #6489746

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as additional insured if required by written contract with respect to General Liability and Auto Liability policies pursuant to policy terms, conditions, definitions, and exclusions.

**CERTIFICATE HOLDER****CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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Copthall House  
14 Copthall Avenue  
London  
EC2R 7DJ

+44 (0)20 3854 4271  
info@assured.co.uk  
www.assured.co.uk

assured.

# Nash Squared Holdings Ltd and subsidiaries

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## Verification of Insurance

# Insurance Verification Schedule



To whom it may concern,

We confirm that the insurance premiums have been paid, or arrangements for payment of premiums have been agreed for the policy detailed below and coverage is in effect.

Subject otherwise to the terms and conditions of the policy in so far as they may apply.

|                     |                                            |
|---------------------|--------------------------------------------|
| Insured:            | Nash Squared Holdings Ltd and subsidiaries |
| Primary Insurer:    | Beazley (Cyber Only)                       |
| Excess Insurer:     | Travelers (Cyber Only)                     |
| Policy Numbers:     | YF139C25APBR                               |
| Period:             | 1st August 2025 to 1st August 2026         |
| Limit of Indemnity: | GBP 10,000,000 in the aggregate (Cyber)    |
| Insured excess:     | GBP 50,000 each and every claim (Cyber)    |

For and on behalf of Assured Cyber Ltd.

Signed by:

A handwritten signature in black ink, appearing to read "Ed Ventham", with a long horizontal flourish extending to the right.

Ed Ventham, Co-Founder

Date: 5th August 2025



Insurance | Risk Management | Consulting

To whom it may concern

31<sup>st</sup> July 2025

We act as insurance brokers for Nash Squared Holdings Ltd & Subsidiary Companies including Harvey Nash Inc. and confirm that the following covers are in place for the period of 12 months with effect from 01<sup>st</sup> August 2025

| COVER HEAD                | INSURER          | POLICY NO.     | INDEMNITY<br>LIMIT | BASIS            |
|---------------------------|------------------|----------------|--------------------|------------------|
| Professional<br>Indemnity | QBE and<br>Chubb | B1262FI1159025 | USD\$5M            | Annual Aggregate |

Cover includes:

**Principals Clause**

It is hereby understood and agreed that Insurers agree to indemnify any principal (which term includes any employer or client) of the Insured but only to the extent that such liability arises solely out of the work performed for the principal by or on behalf of the Insured provided that;

- (i) Any Claim is such that if made upon the Insured, the Insured would be entitled to indemnity under this policy and for no greater sum than the Insured would be entitled to claim under this Policy if this extension had not been included in this policy;
- (ii) The Insurers shall have the conduct and control of all claims for which the principal seeks indemnity hereunder or from the Insured;
- (iii) This Policy shall not extend to provide cover in respect of the Principal's own acts of negligence or error or omission or other contingencies covered by this policy.

**All terms and conditions are as per the policy wording**

This statement of cover extract has been prepared purely as confirmation of the insurance in force at the date of this letter which is subject to the terms and conditions of the insurance policy(ies). We accept no responsibility for any inadvertent or negligent act, error or omission on our part in preparing the statement or for any loss, damage or expense incurred by the recipient arising from reliance on the information given. We remain solely the agent of our Client and owe no legal duty or otherwise to any third party.

Should the insurance cover be cancelled assigned or changed in any way during the period of insurance neither we nor insurers accept any obligation to notify any recipient.

Where we are confirming indemnity limits in currencies that differ to those under the policy, whilst these at least match the limits under the policy at the time of issue, we cannot guarantee that these will remain adequate should there be currency fluctuations.

Yours sincerely

A handwritten signature in blue ink that reads 'JAH Taylor'.

**Jean Taylor**  
Account Director



## Contract Amendment Request Form

Request an Amendment to a Metro Contract

An amendment is appropriate when the duration, value, scope, terms, or other aspects of an existing Metro contract need to be modified.

Questions? Email [PRG@nashville.gov](mailto:PRG@nashville.gov).

### Departmental Information

|                                                   |                                 |
|---------------------------------------------------|---------------------------------|
| What is your name?                                | Gregg Nicholson                 |
| What is your department?                          | Information Technology Services |
| What is your email address?                       | gregg.nicholson@nashville.gov   |
| What is your phone number?                        | (615) 880-6244                  |
| What is the number of the contract being amended? | 6489746                         |
| What is the title of the contract being amended?  | Harvey Nash Inc                 |
| What is this amendment number?                    | 1                               |

### Supplier Information

|                                                          |                                                 |
|----------------------------------------------------------|-------------------------------------------------|
| Who is the supplier?                                     | Harvey Nash                                     |
| What is the supplier's address?                          | 1700 Rt 23 North, Suite 100<br>Wayne, NJ, 07470 |
| Is the supplier registered in iSupplier?                 | Yes                                             |
| If yes, what is the supplier's ISN?                      | 1005206                                         |
| Who is contract signatory for the supplier?              | Kristi Kostrzewa                                |
| What is the supplier contract signatory's email address? | kristi.kostrzewa@harveynash.com                 |

**What is the supplier contract signatory's phone number?**

(615) 807-5209

## Amendment Information

Select all that apply & upload supplemental information as appropriate.

**Will this amendment change the duration of the existing contract?**

Yes.

**If yes, what will be the new end date for this contract?**

Saturday, December 21, 2030

**Upload revised project schedule as appropriate.**



copy of contrace Harvey Nash page 1.pdf

**Will this amendment change the value of the existing contract?**

No.

**Will this amendment change the scope of work of the existing contract?**

No.

**Will this amendment change the terms & conditions of the existing contract?**

No.

**Explain any additional changes resulting from this amendment not described above.**

Note that online it shows this contract expired 21-may-25, however, if you look at the attachment it shows the contract at 12.21.25 expiration date. I cannot find the cause for the difference online or paper.

## Financial & Accounting Information

Requests that do not include full or accurate accounting information will be returned.

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

**What is the fund number for this purchase?**

10101

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

14521061

**What is the object account number for this purchase?**

502229

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

Yes

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

Yes

**Amendment Request Review**

|                         |                  |                              |                                                           |
|-------------------------|------------------|------------------------------|-----------------------------------------------------------|
| <b>,Reviewed By:</b>    | Gary C. Clay     | <b>Department:</b>           | ITS                                                       |
| <b>Contract #:</b>      | 6489746          | <b>Unique ID No.</b>         |                                                           |
| <b>Contractor Name:</b> | Harvey Nash, Inc | <b>Contract Description:</b> | Information Technology<br>Temporary Personnel<br>Services |
| <b>Amendment No:</b>    | 1                | <b>Amendment Amount:</b>     | 0                                                         |
| <b>Recommendation:</b>  | <b>Approve</b>   |                              |                                                           |

---

**Review:**

This amendment has no effect on the estimated contract value.

- Amendment has no impact on the scope of the contract.
- Amendment has no impact on the terms & conditions of the existing contract.
- Amendment will **extend the contract term** to December 21, 2030.
- Amendment extends the contract term and **will require council approval**.
- Amendment deletes the last two sentences in paragraph 3.1. which essentially says in no event shall the contract extend beyond 12/21/25.
- Amend clause 7.1 Proof of Insurance to remove the requirement to identify the project name, RFQ or Contract number on the ACORD document.
- Insert Boycott of Israel clause as 8.16 and renumber each subsequent clause.

Based on the above, amendment is **recommended**.



Amendment Request Signature Form

|                  |                    |
|------------------|--------------------|
| Amendment Number | A2026040           |
| Date Received    | September 24, 2025 |

To Whom It May Concern,

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

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

Regards,

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

9/25/2025 | 12:03 PM CDT  
\_\_\_\_\_  
Date Signed





# Contract Abstract

## Contract Information

Contract & Solicitation Title: Information Technology Temporary Personnel Services

JLR

Contract Summary: Contractor agrees to provide information technology temporary personnel services as the result of an Assignment from Contract 6483653Contract Number: 6489746 Solicitation Number: N/A Requisition Number: LAC2021016Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): 6483653(Assignment Consent)Type of Contract/PO: IDIQ Contract **Requires Council Legislation:** No**High Risk Contract** (Per Finance Department Contract Risk Management Policy): No**Sexual Harassment Training Required** (per BL2018-1281): YesEstimated Start Date: 5/18/2021 Estimated Expiration Date: 12/21/2025 Contract Term: 56 monthsEstimated Contract Life Value: \$9,000,000.00 Fund: Metro Wide BU: Metro WidePayment Terms: Net 30 Selection Method: RFPProcurement Staff: Brad Wall BAO Staff: Jeremy FryeProcuring Department: ITS Department(s) Served: Metro Wide

## Prime Contractor Information

Prime Contracting Firm: Harvey Nash, Inc Phone #: 615.468.0188 ISN#: 1005206Address: 1700 Rt 23 North, Suite 100 City: Wayne State: NJ Zip: 07470Prime Contractor is a Uncertified/Unapproved: SBE ☐ SDV ☐ MBE ☐ WBE ☐ (select/check if applicable)Prime Company Contact: Keegan Banks Email Address: Keegan.Banks@harveynash.com**Prime Contractor Signatory:** Keegan Banks **Email Address:** Keegan.Banks@harveynash.com

## Disadvantaged Business Participation for Entire Contract

*Small Business and Service Disabled Veteran Business Program:*No SBE/SDV participation Amount: \$0.00 Percent, if applicable: 0.00*Equal Business Opportunity (EBO) Program:*Program Not Applicable Amount: \$0.00 Percent, if applicable: 0.00*Federal Disadvantaged Business Enterprise:*No Amount: \$0.00 Percent, if applicable: 0.00

\* Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No

## Summary of Offer

| Offeror Name             | Disadv. Bus.<br>(Check if applicable) | Score<br>(RFQ Only)  | Evaluated Cost       | Result                             |
|--------------------------|---------------------------------------|----------------------|----------------------|------------------------------------|
| <u>Harvey Nash, Inc.</u> | <input type="checkbox"/>              | <u>N/A</u>           | <u>N/A</u>           | <u>Approved Assignment Consent</u> |
| <input type="text"/>     | <input type="checkbox"/>              | <input type="text"/> | <input type="text"/> | <u>Select from the Following:</u>  |
| <input type="text"/>     | <input type="checkbox"/>              | <input type="text"/> | <input type="text"/> | <u>Select from the Following:</u>  |
| <input type="text"/>     | <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 **Harvey Nash, Inc. (CONTRACTOR)** located at **1700 Rt 23 North, Suite 100, Wayne, NJ 07470**. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
  - *Exhibit A - Scope of Work*
  - *Exhibit B - Affidavits*
- *Previously Executed Contract 6483653 all made a part of this contract by reference*
- *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 information technology temporary personnel services as outlined in the scope of work shown in Exhibit A.

#### 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 December 21, 2025. In no event shall the term of this contract exceed beyond December 21, 2025.

#### **4. COMPENSATION**

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

This Contract has an estimated value of **\$9,000,000.00**. CONTRACTOR shall be paid weekly as work is satisfactorily completed and METRO is accordingly, invoiced in a format acceptable by Metro.

##### **4.2. Other Fees**

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

##### **4.3. Payment Methodology**

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

## Contract Purchase Agreement 6489746

a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

**4.7. Subcontractor/Subconsultant Payments**

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

**5. TERMINATION****5.1. Breach**

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

**5.2. Lack of Funding**

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

**5.3. Notice**

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

**6. NONDISCRIMINATION****6.1. METRO's Nondiscrimination Policy**

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

## 6.2. Nondiscrimination Requirement

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

## 6.3. Covenant of Nondiscrimination

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

## 6.4. Americans with Disabilities Act (ADA)

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

## 7. INSURANCE

### 7.1. Proof of Insurance

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

### 7.2. General Liability Insurance

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

### 7.3. Professional Liability Insurance

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

### 7.4. Automobile Liability Insurance

Contract Purchase Agreement 6489746

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

**7.5. Worker's Compensation Insurance (if applicable)**

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

**7.6. Cyber Liability Insurance**

Cyber Liability Insurance in the amount of one million (\$1,000,000.00) dollars (for companies that have access to personal information (SSN's Addresses of employees, customers or students)).

**7.7. Such insurance shall:**

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

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

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

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

**7.8. 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)**

Contract Purchase Agreement 6489746

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. 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.

### **8.3. 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.

### **8.4. 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.

### **8.5. 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



## Contract Purchase Agreement 6489746

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

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

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

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

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

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

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

separate from that granted herein.

#### **8.7. 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.

#### **8.8. 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.

#### **8.9. 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

## Contract Purchase Agreement 6489746

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 .

**8.10. 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.

**8.11. 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.

**8.12. 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.

**8.13. 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.

#### **8.14. Compliance with Laws**

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

#### **8.15. 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.

#### **8.16. 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.

#### **8.17. Ethical Standards**

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

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

#### **8.18. Indemnification and Hold Harmless**

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

Contract Purchase Agreement 6489746

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

**8.19. 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.

**8.20. Assignment--Consent Required**

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

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

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

**OR**

**METRO PURCHASING AGENT**

**DEPARTMENT OF FINANCE**

**PROCUREMENT DIVISION**

**730 2ND AVENUE SOUTH**

Contract Purchase Agreement 6489746

**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.

#### **8.21. 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.

#### **8.22. 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.

#### **8.23. 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.

#### **8.24. Venue**

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

#### **8.25. Severability**

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

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Contract Number \_\_\_\_\_

**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  
PRG@NASHVILLE.GOV**

*(THE FOLLOWING MUST BE COMPLETED BY CONTRACTOR. N/A OR "X" IS NOT ACCEPTABLE)*

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Harvey Nash, Inc

Attention: Keegan Banks

Address: 810 Crescent Centre Drive, Suite 120, Franklin, TN 37066

Telephone: 615-468-0188

Fax: 615-468-0200

E-mail: keegan.banks@harveynash.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:

(THIS SECTION MUST BE COMPLETED)

Designated Agent: Jason Pyle

Attention: Jason Pyle

Address: 810 Crescent Centre Drive, Suite 120, Franklin, TN 37067

E-mail: Jason.Pyle@harveynash.com

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Contract Number 6489746**Effective Date**

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

**THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY****APPROVED AS TO PROJECT SCOPE:**

DocuSigned by:  
Keith Durkin GN  
1AA3C7423B8D4CC...  
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

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

DocuSigned by:  
Michelle D. Hernandez Lane MB  
90AEFF4BE90446F...  
Purchasing Agent Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

DocuSigned by:  
Kevin Cumborfe DS  
65A9B587276F461...  
Director of Finance BA

**APPROVED AS TO FORM AND LEGALITY:**

DocuSigned by:  
Tara Ladd DS  
F6CE88CE8B543C...  
Metropolitan Attorney Insurance

**FILED BY THE METROPOLITAN CLERK:**

DocuSigned by:  
Elizabeth Waites 5/18/2021  
B2756FE572FF4E3...  
Metropolitan Clerk Date

**CONTRACTOR:**Harvey Nash

Company Name

DocuSigned by:  
Keegan Banks  
72756DC8DFC64B8...  
Signature of Company's Contracting Officer

Keegan Banks

Officer's Name

VP - Client Delivery

Officer's Title

8:38 AM CDT



## Exhibit A – Scope of Work

### Scope Summary

Contractor(s) to provide information technology temporary personnel services.

### Scope Detail

Metro is looking for a Contractor(s) to provide well qualified temporary information technology services staff on an as needed basis as requested by Metro via a Request for Work/Scope Agreement (RFW/SA) form. Said staff shall be pre-screened, capable of performing the work specified, ready to work, and provided within the timeframe specified by Metro on the RFW/SA. The Contractor(s) shall complete, sign, and submit the RFW/SA form to Metro no later than the day the Contractor's employee starts work for Metro.

- When there is a need for Information Technology (IT) personnel, Metro will issue an RFW/SA, which it reserves the right to modify at any time during the candidate search. The RFW/SA will be sent to only those Contractor(s) holding contracts for the specific Job Classification requested on each individual RFW/SA. Upon receipt of the RFW/SA, the Contractor shall acknowledge it to the Metro sender via e-mail within one (1) business day. The Contractor(s) shall then respond in writing via e-mail to the Metro contact person indicated on the RFW/SA, affirming or denying, its ability to provide the requested personnel in the required timeframe. The Contractor(s) understands and agrees that a response shall be submitted for every RFW/SA. The Contractor(s) further understands and agrees that failure to submit candidates in response to three (3) consecutive Requests for Work shall be considered a breach and may result in termination of the contract.

If the Contractor(s) is capable of providing the requested IT personnel, the email shall also state that the Contractor(s) can and will comply with the provisions of the RFW/SA, list each individual candidate offered by Functional Job Description with the proposed billing rate for each, and state the date and time the candidate signed a "right to represent" document with the Contractor (s). Said "right to represent" document shall be provided to Metro upon request. In addition, the resume(s) of the actual candidates proposed in response to the RFW/SA shall be attached to the email, clearly labeled with the Job Classification it is meant to fill. For each resume submitted, the Contractor(s) shall include the results of two (2) reference checks that the Contractor(s) has performed on the proposed individual, including the names and telephone numbers of the individuals contacted for the reference.

Candidates submitted without resumes and reference checks may be rejected and will be considered a denial of the Contractor's ability to provide the personnel required.

- The Contractor(s) understand and acknowledge that individuals referred who have not been clearly informed that they are being submitted to Metro as candidates will not be considered as true submissions. In the event that two or more companies submit the same candidate in response to a RFW/SA, Metro reserves the right to consider the following:
  - Cost of the contractor(s)

- The first submission received.
  - The candidate's choice/preference of the companies.
- The Contractor(s) shall provide all responses and submittals electronically by the due date indicated on the RFW/SA. Metro reserves the right to extend this date if needed. If the date is modified by Metro, all Contractors initially receiving the RFW/SA will be notified.

Proposed candidates will be evaluated by Metro managers who are Subject Matter Experts (SMEs) or their designee. Said managers reserve the right to interview the individuals submitted by the Contractor(s) for best fit. Metro will contact the Contractor(s) to request an interview with the candidate(s) of interest. The Contractor(s) shall be responsible for scheduling the interview.

At Metro's discretion, the initial interview may be conducted over the telephone. However, if Metro is interested in the candidate offered, Metro may, at its discretion, request a face to-face interview. In this case, all expenses travel or otherwise, resulting from such a request shall be borne by the Contractor(s).

If an interview (telephone or otherwise) cannot be scheduled within five (5) Metro working days after Metro's request for the interview; and if the inability to set up the interview is through no fault of Metro's (i.e., Metro personnel have made themselves available during the required timeframe); Metro may disqualify that candidate. Metro, at its sole discretion, may extend the time for scheduling the interview.

Proceeding in this manner, Metro will select the candidate determined to be in Metro's best interest, based upon the qualifications listed for each, and determine the best match for the requested work needed. Contractor(s) will be notified by email or phone if their candidate is or is not appropriate for the position Metro is seeking to fill.

Metro shall send notification to the Contractor(s) of its selection of Information Technology candidates, a purchase order referencing the Contract number shall be issued. The purchase order authorizes the Contractor(s) to provide the requested services. Metro will not be liable to pay the Contractor(s) for any work performed prior to the issuance of a purchase order.

#### **Invoicing and Payments for Service**

- The services shall be provided and invoiced on an hourly basis, as used. After the services have been rendered, the Contractor(s) shall invoice Metro in a form and substance acceptable to Metro in accordance with the payment provisions of the Contract. Invoices shall be accompanied by backup documentation for each individual placement included on the invoice. Metro will not pay invoices missing said documentation.

Prices shall be firm for the duration of time specified on the RFW/SA.

- The Contractor(s) agree and understand that bill rates shall be all inclusive. Metro will not pay mileage, meals, fringe benefits, or any other costs incurred by individuals placed. Metro will not

compensate the Contractor(s) for any pre-employment activities required of individuals offered for placement.

Pricing shall be exclusive of the State and Federal Excise Tax, since the Metro government is exempt from them.

- The individuals placed by the Contractor(s) shall observe the same standard holidays as Metro Employees and will not be paid for those holidays by Metro unless he/she is called to work on the holiday. Metro will pay bill rate of time plus one/half for individuals placed who work overtime if they are working in a non-exempt status as defined by their scope of work. Metro will not pay individuals placed for time they do not work. Individuals placed by the Contractor(s) may take lunch and breaks as appropriate. Each person placed by the Contractor(s) shall make arrangements for accounting for this time with their respective Metro manager.
- Metro, at its sole discretion, reserves the right to refuse any individual offered or placed by the Contractor(s). In the event that Metro does elect to refuse the continued service by an individual already placed by the Contractor(s), it shall be the responsibility of the Contractor(s) to notify the person after he/she has departed Metro at the end of the work day. Unless requested by Metro, the Contractor(s) shall not contact the individual regarding termination of the assignment during the workday. Metro will terminate the individual's access, and it shall be the responsibility of the Contractor(s) to collect and return to Metro, within five (5) business days, the person's identification badge, parking pass, and any other items assigned by Metro. Should the Contractor(s) fail to return these items, Metro, at its sole discretion, may invoice the Contractor(s) for the cost of them.
- The Contractor(s) shall designate to Metro a single primary point of contact that is available for contact by Metro during normal business hours and shall provide telephone and email contact information for him/her. In the event that the primary point of contact is unavailable, the Contractor(s) shall notify Metro of this in advance and shall provide an alternate point of contact along with his/her telephone and email contact information.
- The Contractor understands and agrees that all individuals placed in Metro shall:
  - Be required to pass a criminal background check. Each person placed shall sign an authorization for the Metropolitan Government of Nashville and Davidson County to procure the necessary background report(s) including criminal record/fingerprint checks via Metro Nashville Police Department (MNPd)/Tennessee Bureau of Investigation and Federal Bureau of Investigation. The reports may include driving history, including any traffic citations; a social security number verification; criminal and civil history/records; any other public record. In addition, the person shall agree to submit to fingerprinting for a separate felony arrest record check covering the past ten (10) years to be performed by the MNPd. **The Contractor(s) and/or candidates will need to pay for the background checks at the time of fingerprint.**
  - Complete and pass a Criminal Justice Information Systems (CJIS) on-line training session within the time period specified by Metro.

- Follow all policies and procedures as applicable, including, but not limited to, Metro's Acceptable Use of Information Technology Assets Policy (AUP), and Dress Code Policy. **Please refer to the link provided below and the attached ITS Dress Code Policy for additional details.**
  - [http://im/ism/policies/acceptable\\_use.asp](http://im/ism/policies/acceptable_use.asp)
- The Contractor(s) understand and agree that all individuals placed in Metro shall:
  - Work according to the schedule prescribed by Metro.
  - Refrain from use of illegal drugs or alcohol during the workday, or within a window of time before reporting when such might impair quality of work. Refrain from smoking anywhere other than in designated areas, while on Metro property.
  - Demonstrate excellent interpersonal, organizational, and communication skills, both written and oral, at all levels (i.e. customer, peer-to-peer, managers, and executives).
  - Demonstrate customer service-oriented skills.
  - Possess a current, valid Driver's License.
  - Read, write, and speak English fluently.
  - Dress in an appropriate, professional manner.
- The Contractor(s) shall provide reports in a form, substance, and frequency prescribed by Metro.
- The Contractor(s) understand and agree that all individuals placed in Metro are employees of the Contractor(s) and not of the Metropolitan Government of Nashville and Davidson County. Further, the Contractor(s) shall inform each individual placed of the same, including with regard to any Equal Employment Opportunity Commission (EEOC) claims, unemployment claims, workers compensation claims, etcetera.
- The Contractor(s) agree and understand that Metro has the right to hire, through Metro's regular hiring process, an individual who is placed under the terms of this contract after 180 calendar days from the person's start date. Extensions are to be no more than 90 days with the option to hire at any time.

#### **Metro Departmental Responsibilities**

- Metro will be responsible for providing access to personnel necessary for completion of RFW/SA requirements and for providing on-site direction of the work of the individuals placed in Metro.
- As necessary, Metro will provide the individuals placed by the Contractor(s) with office space, access to telephones, office supplies, secured workstations or terminals and secure connections to the relevant Metro computing environment.
- After 90 days of working Metro will evaluate contractor(s) with a survey to the company.

### **Background Checks**

The awarded Contractor(s) shall be required to submit a background check on each employee and/or subcontractor who will be on site performing work on this project. Employees and/or subcontractors must pass an MNPd Criminal Record Background Check prior to beginning work at Metro facilities. **All fees for this documentation are at the expense of the Contractor(s).**

## Exhibit B - 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/cpo-library/public-information-library/List of persons pursuant to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf).

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

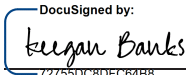
1. Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis;
2. Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor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

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

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: Harvey Nash

Organization Officer Signature:  72755DC8DFC64B8...

Name of Organization Officer: Keegan Banks

Title: VP - Client Delivery



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2021

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><br>Arthur J. Gallagher Risk Management Services, Inc.<br>250 Park Avenue, 5th Floor<br>New York NY 10177 | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b> 212-994-7100 <b>FAX (A/C, No):</b> 212-994-7047<br><b>E-MAIL ADDRESS:</b><br><br><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>INSURER A : QBE Insurance Corporation</td> <td style="text-align: center;">39217</td> </tr> <tr> <td>INSURER B : Phoenix Insurance Company</td> <td style="text-align: center;">25623</td> </tr> <tr> <td>INSURER C : Travelers Indemnity Co of America</td> <td style="text-align: center;">25666</td> </tr> <tr> <td>INSURER D : Travelers Property Casualty Co of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER E : Ascent Underwriting LLP</td> <td></td> </tr> <tr> <td>INSURER F : Atlantic Specialty Insurance Company</td> <td style="text-align: center;">27154</td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : QBE Insurance Corporation | 39217 | INSURER B : Phoenix Insurance Company | 25623 | INSURER C : Travelers Indemnity Co of America | 25666 | INSURER D : Travelers Property Casualty Co of America | 25674 | INSURER E : Ascent Underwriting LLP |  | INSURER F : Atlantic Specialty Insurance Company | 27154 |
|--------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|---------------------------------------|-------|---------------------------------------|-------|-----------------------------------------------|-------|-------------------------------------------------------|-------|-------------------------------------|--|--------------------------------------------------|-------|
| INSURER(S) AFFORDING COVERAGE                                                                                            | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |        |                                       |       |                                       |       |                                               |       |                                                       |       |                                     |  |                                                  |       |
| INSURER A : QBE Insurance Corporation                                                                                    | 39217                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |        |                                       |       |                                       |       |                                               |       |                                                       |       |                                     |  |                                                  |       |
| INSURER B : Phoenix Insurance Company                                                                                    | 25623                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |        |                                       |       |                                       |       |                                               |       |                                                       |       |                                     |  |                                                  |       |
| INSURER C : Travelers Indemnity Co of America                                                                            | 25666                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |        |                                       |       |                                       |       |                                               |       |                                                       |       |                                     |  |                                                  |       |
| INSURER D : Travelers Property Casualty Co of America                                                                    | 25674                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |        |                                       |       |                                       |       |                                               |       |                                                       |       |                                     |  |                                                  |       |
| INSURER E : Ascent Underwriting LLP                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |        |                                       |       |                                       |       |                                               |       |                                                       |       |                                     |  |                                                  |       |
| INSURER F : Atlantic Specialty Insurance Company                                                                         | 27154                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |        |                                       |       |                                       |       |                                               |       |                                                       |       |                                     |  |                                                  |       |
| <b>INSURED</b><br>Harvey Nash Inc.<br>Formerly Latitude 36, Inc.<br>1700 Route 23 North Suite 100<br>Wayne NJ 07470      | HARVNAS-01                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |        |                                       |       |                                       |       |                                               |       |                                                       |       |                                     |  |                                                  |       |

**COVERAGES****CERTIFICATE NUMBER:** 368099088**REVISION NUMBER:**

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

| INSR LTR    | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ADDL INSD | SUBR WVD | POLICY NUMBER                             | POLICY EFF (MM/DD/YYYY)            | POLICY EXP (MM/DD/YYYY)            | LIMITS                                                                                                                                                                                                                                            |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-------------------------------------------|------------------------------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B           | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE<br/> <input checked="" type="checkbox"/> OCCUR<br/> <br/>           GEN'L AGGREGATE LIMIT APPLIES PER:<br/> <input checked="" type="checkbox"/> POLICY    <input type="checkbox"/> PRO-JECT    <input type="checkbox"/> LOC<br/>           OTHER:         </div> <div> <input type="checkbox"/> SCHEDULED AUTOS ONLY<br/> <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY         </div> </div> | Y         |          | H660-1R109820-PHX-20                      | 8/1/2020                           | 8/1/2021                           | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| C           | <input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS ONLY<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                                                                                                                                                                                                                                                         | Y         |          | BA-1R666519-20-NM                         | 8/1/2020                           | 8/1/2021                           | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                   |
| D           | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                                                                                                                                                                                                                                              |           |          | CUP-1R712577-20-NM                        | 8/1/2020                           | 8/1/2021                           | EACH OCCURRENCE \$ 10 000 000<br>AGGREGATE \$ 10,000,000<br>\$                                                                                                                                                                                    |
| D           | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                                                                                                                                                                                                               | Y/N       | N/A      | UB-1R128115-20-NM                         | 8/1/2020                           | 8/1/2021                           | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                         |
| A<br>E<br>F | Professional<br>Cyber<br>EPLI/Crime                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |           |          | B1262F1159020<br>F1494519<br>MML-15470-20 | 7/31/2020<br>7/31/2020<br>8/1/2020 | 7/31/2021<br>7/31/2021<br>8/1/2021 | Each Occurrence \$10,000,000<br>Occurrence \$3,000,000<br>\$1,000,000-Agg. \$5,000,000-Agg.                                                                                                                                                       |

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

RE: Contract Number: 6489746 | Information Technology Temporary Personnel Services

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are Additional Insured as respects General Liability and Auto Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The insurance provided in the General Liability policy is primary and any other insurance shall be excess only, and not contributing.

The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                                                                                                      |                                                                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The Metropolitan Government of Nashville and Davidson County<br>Metro Courthouse<br>730 2ND AVENUE SOUTH<br>PO BOX 196300<br>NASHVILLE TN 37219-6300 | <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p><b>AUTHORIZED REPRESENTATIVE</b></p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

March 11, 2021

**Keegan Banks**  
**HARVEY NASH Inc.**  
**1700 RT 23 North,**  
**Suite 100**  
**Wayne, NJ 07470**

Re: **Letter of Assignment Consent for Contract No. 6483653**

To whom it may concern:

The Metropolitan Government of Nashville and Davidson County ("Metro") has completed the review of the assignment request related to Contract **6483653** dated **December 22, 2020**. The original contract holder, **LATITUDE 36, Inc.**, agrees to assign the contract to the newly named entity, **HARVEY NASH Inc.** Metro agrees to continue the contract under the new entity. The terms and conditions associated to the original contract number **6483653** will be transferred to the new contract number, **6489746**. Upon execution of this Letter of Assignment Consent, Metro will finalize Contract **6489746** for signature routing. Contract **6489746** will become effective upon filing in the Metropolitan Clerk's Office. Contract **LATITUDE 36, Inc.** will no longer be active and will end upon filing of contract **6489746** in the Metropolitan Clerk's Office.

**Contractor:**

Latitude 36, Inc.

*Keegan Banks*

Contracting Authority Signature

Keegan Banks

Contracting Authority Name

3/11/2021 | 1:59 PM CST

Date Signed

**Contractor:**

HARVEY NASH Inc.

*Keegan Banks*

Contracting Authority Signature

Keegan Banks

Contracting Authority Name

3/11/2021 | 2:00 PM CST

Date Signed

**The Metropolitan Government of Nashville and Davidson County:***Michelle R. Hernandez Lane*

Purchasing Agent

3/11/2021 | 2:03 PM CST

Date Signed

**Headline for HNG: Harvey Nash Group becomes a major force in US technology recruitment**

**Headline for L36: Latitude 36 joins Harvey Nash Group to become a major force in US technology recruitment**

Harvey Nash Group, the global technology recruitment and solutions Group, has acquired Latitude 36 as part of its strategic expansion in the U.S., the world's largest and most dynamic recruitment market. Latitude 36 Inc. is a leading technology recruitment specialist with operations across the U.S. and India serving an impressive client portfolio.

The acquisition, which together with the Group's existing Harvey Nash operation, creates a combined business that is now one of the top 50 largest IT staffing companies in the U.S., represents a very significant step forward in the Group's footprint in the important North American market. It forms part of its wider strategy of becoming a global leader in technology recruitment and solutions, building on Harvey Nash's significant strength in Europe.

Latitude 36, which employs 125 colleagues across seven offices spanning the U.S and India will become part of the Group's technology recruitment division.. The management team of Latitude 36 will take senior leadership roles with the business and will work closely with Harvey Nash's U.S. team, as well as the wider Group, to successfully integrate, build and grow the business.

Jason Allen, CEO of Harvey Nash Technology Recruitment division commented: "I am extremely excited about Latitude 36 joining the Harvey Nash Group family. It represents a step change in our presence in the U.S. and provides wonderful opportunities both for Latitude 36 and our existing business there. At the heart of this all lies our people, and when I met the team at Latitude 36 I was struck by how similar our values and ambitions were. Everything we do together will be driven by a 'people first' approach. We are thrilled to be welcoming a high performing team which will add to our focus on becoming a top technology recruitment partner in the U.S."

Jason Pyle, President & COO of Latitude 36 commented: "We are thrilled and excited to become part of the Harvey Nash Group. The company was established twenty years ago with a mission to create a world-class staffing and recruiting business with great people, integrity, and innovation at its core. Our team has worked tirelessly to accomplish that mission, achieving success along the way. We see joining the Harvey Nash Group as the natural next chapter in that success story. Combining the businesses provides a platform to become one of the largest and fastest growing staffing firms in the United States, creating more opportunities for our employees, clients, and candidates. We cannot wait to work together to become a major force in the U.S. Market."

Bev White, CEO of Harvey Nash Group commented: "The Group have bold, ambitious plans for growth internationally, and through taking this significant step we will gain critical mass in the important

North American market. Our U.S. clients will benefit from having access to a much wider range of services, as well as an extended team of technology recruitment experts who can support their needs. Our people will gain from the unique career opportunities that come from being part of a growing, ambitious global company with exciting plans.”

Blackwood Capital Group led by Managing Partner Ronny Grosman acted as M&A advisor to Harvey Nash on this transaction. Ronny Grosman, Managing Partner of Blackwood Capital: “We are incredibly proud and pleased to have advised Harvey Nash on this landmark transaction. We believe that Latitude 36 will be a significant building block for Harvey Nash's strategy in the U.S. both from a business and cultural perspective”.

### **About Harvey Nash Group**

Harvey Nash Group is a global professional services organisation with three key areas of focus: Technology Recruitment, Technology Solutions and Leadership Services. With 36 offices across the world we partner with clients, helping them unlock the power of individual and team talent.

Our Technology Recruitment division delivers solutions that connect organisations with the very best talent. With over 30 years’ experience and global reach, we have an unparalleled knowledge and capability in all areas of technology.

[www.harveynashgroup.com](http://www.harveynashgroup.com)

### **About Latitude 36**

Latitude 36 is a national talent management firm specializing in Information Technology and Business Professional contract placement. Our company was founded in Franklin, TN in 2000 with a commitment to operate with the highest possible standards of honesty, integrity, and a passionate dedication to our clients, consultants, and employees. Utilizing our proprietary Predictive Staffing model, Latitude 36 has thrived with more than a decade of rapid growth, earning our reputation as a client-focused, efficient provider across a broad range of industries. Today, we serve top Fortune 1000 and large, privately held companies all over the country, still operating under the simple idea that great people aligned under a common vision can achieve tremendous results.

[www.lat36.com/](http://www.lat36.com/)

### Enquiries

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### Certificate Of Completion

|                                                                                     |               |                              |
|-------------------------------------------------------------------------------------|---------------|------------------------------|
| Envelope Id: 325F5073F6814953B50EFC7018599FBC                                       |               | Status: Completed            |
| Subject: Letter of Assignment Consent for Contract No. 6483653 with Latitude 36,Inc |               |                              |
| Source Envelope:                                                                    |               |                              |
| Document Pages: 4                                                                   | Signatures: 3 | Envelope Originator:         |
| Certificate Pages: 15                                                               | Initials: 1   | Procurement Resource Group   |
| AutoNav: Enabled                                                                    |               | 730 2nd Ave. South 1st Floor |
| Envelopeld Stamping: Enabled                                                        |               | Nashville, TN 37219          |
| Time Zone: (UTC-06:00) Central Time (US & Canada)                                   |               | prg@nashville.gov            |
|                                                                                     |               | IP Address: 170.190.198.185  |

### Record Tracking

|                      |                                    |                    |
|----------------------|------------------------------------|--------------------|
| Status: Original     | Holder: Procurement Resource Group | Location: DocuSign |
| 3/11/2021 1:18:30 PM | prg@nashville.gov                  |                    |

### Signer Events

| Signature                                                                                                                                                                                                                                                                                               | Timestamp                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| <p>Terri L. Ray</p> <p>terri.ray@nashville.gov</p> <p>Senior Procurement Officer</p> <p>Metropolitan Government of Nashville and Davidson County</p> <p>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p> | <p>Sent: 3/11/2021 1:41:28 PM</p> <p>Viewed: 3/11/2021 1:55:15 PM</p> <p>Signed: 3/11/2021 1:55:25 PM</p> |
| <p>Keegan Banks</p> <p>Keegan.Banks@harveynash.com</p> <p>VP-Client Delivery</p> <p>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Accepted: 3/11/2021 1:59:29 PM<br/>ID: 99cf82f3-4c11-41a2-8680-14663697bbbb</p>                  | <p>Sent: 3/11/2021 1:55:26 PM</p> <p>Viewed: 3/11/2021 1:59:29 PM</p> <p>Signed: 3/11/2021 1:59:54 PM</p> |
| <p>Keegan Banks</p> <p>Keegan.Banks@harveynash.com</p> <p>VP-Client Delivery</p> <p>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Accepted: 3/11/2021 2:00:47 PM<br/>ID: 36f12f20-c6c5-4853-85f7-cb3b05ee1045</p>                  | <p>Sent: 3/11/2021 1:59:55 PM</p> <p>Viewed: 3/11/2021 2:00:47 PM</p> <p>Signed: 3/11/2021 2:00:59 PM</p> |
| <p>Michelle A. Hernandez Lane</p> <p>michelle.lane@nashville.gov</p> <p>Chief Procurement Officer/Purchasing Agent</p> <p>Metro</p> <p>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>                  | <p>Sent: 3/11/2021 2:01:00 PM</p> <p>Viewed: 3/11/2021 2:02:43 PM</p> <p>Signed: 3/11/2021 2:03:26 PM</p> |

| In Person Signer Events                                                                                                                                                                                                                                         | Signature        | Timestamp                                                  |
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| Editor Delivery Events                                                                                                                                                                                                                                          | Status           | Timestamp                                                  |
| Agent Delivery Events                                                                                                                                                                                                                                           | Status           | Timestamp                                                  |
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| Certified Delivery Events                                                                                                                                                                                                                                       | Status           | Timestamp                                                  |
| Carbon Copy Events                                                                                                                                                                                                                                              | Status           | Timestamp                                                  |
| Elizabeth Waites<br>Elizabeth.Waites@nashville.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Accepted: 3/12/2021 8:08:31 AM<br>ID: f8ec7661-16d6-44f2-a6ea-63776896ef84                  | COPIED           | Sent: 3/11/2021 2:03:28 PM<br>Viewed: 3/11/2021 2:29:51 PM |
| Gregg Nicholson<br>Gregg.Nicholson@nashville.gov<br>Gregg Nicholson<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Accepted: 2/16/2021 2:57:28 PM<br>ID: e6d947fd-da05-4347-88d0-3d75d94827f6 | COPIED           | Sent: 3/11/2021 2:03:28 PM<br>Viewed: 3/16/2021 3:43:29 PM |
| Witness Events                                                                                                                                                                                                                                                  | Signature        | Timestamp                                                  |
| Notary Events                                                                                                                                                                                                                                                   | Signature        | Timestamp                                                  |
| Envelope Summary Events                                                                                                                                                                                                                                         | Status           | Timestamps                                                 |
| Envelope Sent                                                                                                                                                                                                                                                   | Hashed/Encrypted | 3/11/2021 1:41:28 PM                                       |
| Certified Delivered                                                                                                                                                                                                                                             | Security Checked | 3/11/2021 2:02:43 PM                                       |
| Signing Complete                                                                                                                                                                                                                                                | Security Checked | 3/11/2021 2:03:26 PM                                       |
| Completed                                                                                                                                                                                                                                                       | Security Checked | 3/11/2021 2:03:28 PM                                       |
| Payment Events                                                                                                                                                                                                                                                  | Status           | Timestamps                                                 |
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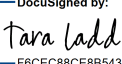
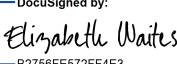
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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| Accepted: 5/14/2021 6:53:09 AM<br>ID: 81ba9da8-ebb5-4007-aac9-6610fe5583ff                                                                                               |                                                                                                                                                                                                                                                   |                                                                                               |
| Keegan Banks<br>Keegan.Banks@harveynash.com<br>VP - Client Delivery<br>Harvey Nash<br>Security Level: Email, Account Authentication (None)                               | <div><div>DocuSigned by:</div><div><br/>72755DC8DFC64B8...</div></div> <div>Signature Adoption: Pre-selected Style<br/>Using IP Address: 34.229.27.37</div>      | Sent: 5/14/2021 7:05:36 AM<br>Viewed: 5/14/2021 8:33:19 AM<br>Signed: 5/14/2021 12:53:04 PM   |
| <b>Electronic Record and Signature Disclosure:</b><br>Accepted: 5/14/2021 8:33:18 AM<br>ID: c647fd06-61e1-43f8-9a0d-58b7aeac6c3d                                         |                                                                                                                                                                                                                                                   |                                                                                               |
| Michelle A. Hernandez Lane<br>michelle.lane@nashville.gov<br>Chief Procurement Officer/Purchasing Agent<br>Metro<br>Security Level: Email, Account Authentication (None) | <div><div>DocuSigned by:</div><div><br/>90AEFF4BE9046F...</div></div> <div>Signature Adoption: Pre-selected Style<br/>Using IP Address: 170.190.198.185</div>    | Sent: 5/14/2021 12:53:07 PM<br>Viewed: 5/17/2021 11:30:34 AM<br>Signed: 5/17/2021 11:55:11 AM |
| <b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                                                                                           |                                                                                                                                                                                                                                                   |                                                                                               |
| Keith Durbin<br>keith.durbin@nashville.gov<br>Security Level: Email, Account Authentication (None)                                                                       | <div><div>DocuSigned by:</div><div><br/>1AA3C7123B8D4CC...</div></div> <div>Signature Adoption: Pre-selected Style<br/>Using IP Address: 170.190.198.190</div>   | Sent: 5/17/2021 11:55:14 AM<br>Viewed: 5/17/2021 12:36:41 PM<br>Signed: 5/17/2021 12:37:18 PM |
| <b>Electronic Record and Signature Disclosure:</b><br>Accepted: 5/17/2021 12:36:41 PM<br>ID: ae0254ef-2fce-4c0a-b8fd-8226c5ebae45                                        |                                                                                                                                                                                                                                                   |                                                                                               |
| Kevin Cumbo/tje<br>Tom.Eddlemon@nashville.gov<br>Security Level: Email, Account Authentication (None)                                                                    | <div><div>DocuSigned by:</div><div><br/>65A9B587275F451...</div></div> <div>Signature Adoption: Pre-selected Style<br/>Using IP Address: 170.190.198.185</div> | Sent: 5/17/2021 12:37:21 PM<br>Viewed: 5/17/2021 12:37:51 PM<br>Signed: 5/17/2021 12:38:06 PM |
| <b>Electronic Record and Signature Disclosure:</b><br>Accepted: 5/17/2021 12:37:51 PM<br>ID: 48d78ee4-3557-446e-a337-3e0db4c97ea5                                        |                                                                                                                                                                                                                                                   |                                                                                               |
| Sally Palmer<br>sally.palmer@nashville.gov<br>Security Level: Email, Account Authentication (None)                                                                       | <div>Completed</div> <div>Using IP Address: 170.190.198.100</div>                                                                                                                                                                                 | Sent: 5/17/2021 12:38:09 PM<br>Viewed: 5/17/2021 1:10:14 PM<br>Signed: 5/17/2021 1:15:47 PM   |
| <b>Electronic Record and Signature Disclosure:</b><br>Accepted: 5/17/2021 1:10:14 PM<br>ID: cbdd9a91-9ce0-44c2-b867-7fccb821cd53                                         |                                                                                                                                                                                                                                                   |                                                                                               |
| Lora Fox<br>lora.fox@nashville.gov<br>Security Level: Email, Account Authentication (None)                                                                               | <div><div>DS</div><div></div></div> <div>Signature Adoption: Pre-selected Style<br/>Using IP Address: 170.190.198.185</div>                                    | Sent: 5/17/2021 1:17:35 PM<br>Viewed: 5/17/2021 2:13:26 PM<br>Signed: 5/17/2021 2:19:44 PM    |
| <b>Electronic Record and Signature Disclosure:</b>                                                                                                                       |                                                                                                                                                                                                                                                   |                                                                                               |

| Signer Events                                                                                                                     | Signature                                                                                                                                                                                                                      | Timestamp                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| Accepted: 5/17/2021 2:13:26 PM<br>ID: 89a58cef-4926-4891-8c3a-5278aceb8706                                                        |                                                                                                                                                                                                                                |                                                                                                                            |
| Tara Ladd<br>theresa.costonis@nashville.gov<br>Security Level: Email, Account Authentication (None)                               | <div>DocuSigned by:<br/><br/>F6CEC88CE8B543C...</div> <div>Signature Adoption: Pre-selected Style<br/>Using IP Address: 170.190.198.185</div> | Sent: 5/17/2021 2:19:47 PM<br>Resent: 5/18/2021 8:02:22 AM<br>Viewed: 5/18/2021 8:35:44 AM<br>Signed: 5/18/2021 8:36:20 AM |
| <b>Electronic Record and Signature Disclosure:</b><br>Accepted: 5/18/2021 8:35:44 AM<br>ID: 68ff0dd8-400b-453f-b0f5-79a931a6e5a2  |                                                                                                                                                                                                                                |                                                                                                                            |
| Elizabeth Waites<br>Elizabeth.Waites@nashville.gov<br>Security Level: Email, Account Authentication (None)                        | <div>DocuSigned by:<br/><br/>B2756FE572FF4E3...</div> <div>Signature Adoption: Pre-selected Style<br/>Using IP Address: 170.190.198.100</div> | Sent: 5/18/2021 8:36:25 AM<br>Viewed: 5/18/2021 8:38:11 AM<br>Signed: 5/18/2021 8:38:19 AM                                 |
| <b>Electronic Record and Signature Disclosure:</b><br>Accepted: 5/18/2021 8:38:11 AM<br>ID: 2edeeaa73-6b33-45ce-9623-b3f4578f2c16 |                                                                                                                                                                                                                                |                                                                                                                            |
| In Person Signer Events                                                                                                           | Signature                                                                                                                                                                                                                      | Timestamp                                                                                                                  |
| Editor Delivery Events                                                                                                            | Status                                                                                                                                                                                                                         | Timestamp                                                                                                                  |
| Agent Delivery Events                                                                                                             | Status                                                                                                                                                                                                                         | Timestamp                                                                                                                  |
| Intermediary Delivery Events                                                                                                      | Status                                                                                                                                                                                                                         | Timestamp                                                                                                                  |
| Sally Palmer<br>sally.palmer@nashville.gov<br>Security Level: Email, Account Authentication (None)                                | <div>VIEWED</div> <div>Using IP Address: 170.190.198.100</div>                                                                                                                                                                 | Sent: 5/17/2021 1:15:50 PM<br>Viewed: 5/17/2021 1:16:57 PM<br>Completed: 5/18/2021 8:38:27 AM                              |
| <b>Electronic Record and Signature Disclosure:</b><br>Accepted: 5/17/2021 1:16:57 PM<br>ID: 8bd31a2d-b4bf-44e1-b079-8132f77c81c2  |                                                                                                                                                                                                                                |                                                                                                                            |
| Certified Delivery Events                                                                                                         | Status                                                                                                                                                                                                                         | Timestamp                                                                                                                  |
| Carbon Copy Events                                                                                                                | Status                                                                                                                                                                                                                         | Timestamp                                                                                                                  |
| Jeremy Frye<br>jeremy.frye@nashville.gov<br>Security Level: Email, Account Authentication (None)                                  | <div>COPIED</div>                                                                                                                                                                                                              | Sent: 5/18/2021 8:38:24 AM                                                                                                 |
| <b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                                                    |                                                                                                                                                                                                                                |                                                                                                                            |
| Amber Gardner<br>Amber.Gardner@nashville.gov<br>Security Level: Email, Account Authentication (None)                              | <div>COPIED</div>                                                                                                                                                                                                              | Sent: 5/18/2021 8:38:27 AM                                                                                                 |
| <b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                                                    |                                                                                                                                                                                                                                |                                                                                                                            |
| Witness Events                                                                                                                    | Signature                                                                                                                                                                                                                      | Timestamp                                                                                                                  |

| Notary Events                              | Signature        | Timestamp             |
|--------------------------------------------|------------------|-----------------------|
| Envelope Summary Events                    | Status           | Timestamps            |
| Envelope Sent                              | Hashed/Encrypted | 5/13/2021 10:17:06 AM |
| Certified Delivered                        | Security Checked | 5/18/2021 8:38:11 AM  |
| Signing Complete                           | Security Checked | 5/18/2021 8:38:19 AM  |
| Completed                                  | Security Checked | 5/18/2021 8:38:27 AM  |
| Payment Events                             | Status           | Timestamps            |
| Electronic Record and Signature Disclosure |                  |                       |

1. **ACCEPTANCE OF TERMS AND CONDITIONS** These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. **MODIFICATION OF TERMS AND CONDITIONS** We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. **DEFINITIONS** "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docuSign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time



to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

**4. SUBSCRIPTION SERVICE** During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

**5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS** As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

**6. PRICING AND PER USE PURCHASES** The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

**7. SUBSCRIBER SUPPORT** DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

**8. STORAGE** DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11.

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| Sally Palmer<br>sally.palmer@nashville.gov<br>Security Level: Email, Account Authentication (None)                                                                     | <b>Completed</b><br><br>Using IP Address: 170.190.198.100                                                                                                                                        | Sent: 11/10/2025 10:10:33 AM<br>Viewed: 11/10/2025 12:16:57 PM<br>Signed: 11/10/2025 12:22:16 PM |
| <b>Electronic Record and Signature Disclosure:</b><br>Accepted: 11/10/2025 12:16:57 PM<br>ID: f629f6ca-77f3-4f09-9330-2eed6ae9ebb5                                     |                                                                                                                                                                                                  |                                                                                                  |
| Balogun Cobb<br>balogun.cobb@nashville.gov<br>Insurance Division Manager<br>Security Level: Email, Account Authentication (None)                                       | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 2600:387:f:5c13::6<br>Signed using mobile | Sent: 11/10/2025 12:22:20 PM<br>Viewed: 11/10/2025 12:45:30 PM<br>Signed: 11/10/2025 12:45:51 PM |
| <b>Electronic Record and Signature Disclosure:</b>                                                                                                                     |                                                                                                                                                                                                  |                                                                                                  |

| Signer Events                                                                                                                                                       | Signature                                                                                                                                                            | Timestamp                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| Accepted: 11/10/2025 12:45:30 PM<br>ID: 8f1b0766-ea68-4703-974a-5709f33a6f16                                                                                        |                                                                                                                                                                      |                                                                                                |
| Erica Haber<br>erica.haber@nashville.gov<br>Security Level: Email, Account Authentication (None)                                                                    | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 170.190.198.144 | Sent: 11/10/2025 12:45:57 PM<br>Viewed: 11/10/2025 1:22:58 PM<br>Signed: 11/10/2025 1:23:49 PM |
| <b>Electronic Record and Signature Disclosure:</b><br>Accepted: 11/10/2025 1:22:58 PM<br>ID: 8f32c05e-f2fa-4c52-b969-6050c0cedf47                                   |                                                                                                                                                                      |                                                                                                |
| Procurement Resource Group<br>prg@nashville.gov<br>Metropolitan Government of Nashville and Davidson County<br>Security Level: Email, Account Authentication (None) |                                                                                                                                                                      | Sent: 11/10/2025 1:23:53 PM                                                                    |
| <b>Electronic Record and Signature Disclosure:</b><br>Not Offered via Docusign                                                                                      |                                                                                                                                                                      |                                                                                                |
| In Person Signer Events                                                                                                                                             | Signature                                                                                                                                                            | Timestamp                                                                                      |
| Editor Delivery Events                                                                                                                                              | Status                                                                                                                                                               | Timestamp                                                                                      |
| Agent Delivery Events                                                                                                                                               | Status                                                                                                                                                               | Timestamp                                                                                      |
| Intermediary Delivery Events                                                                                                                                        | Status                                                                                                                                                               | Timestamp                                                                                      |
| Certified Delivery Events                                                                                                                                           | Status                                                                                                                                                               | Timestamp                                                                                      |
| Carbon Copy Events                                                                                                                                                  | Status                                                                                                                                                               | Timestamp                                                                                      |
| Jan Harvey<br>jan.harvey@nashville.gov<br>Security Level: Email, Account Authentication (None)                                                                      | <div>COPIED</div>                                                                                                                                                    | Sent: 11/7/2025 1:32:00 PM                                                                     |
| <b>Electronic Record and Signature Disclosure:</b><br>Not Offered via Docusign                                                                                      |                                                                                                                                                                      |                                                                                                |
| Austin Kyle<br>publicrecords@nashville.gov<br>Security Level: Email, Account Authentication (None)                                                                  |                                                                                                                                                                      |                                                                                                |
| <b>Electronic Record and Signature Disclosure:</b><br>Accepted: 11/4/2025 8:22:31 PM<br>ID: 169d5a12-6efc-4649-8e6d-ee90b13aa2a5                                    |                                                                                                                                                                      |                                                                                                |
| Jeremy Frye<br>jeremy.frye@nashville.gov<br>Security Level: Email, Account Authentication (None)                                                                    |                                                                                                                                                                      |                                                                                                |
| <b>Electronic Record and Signature Disclosure:</b><br>Accepted: 9/3/2025 1:19:29 PM<br>ID: c8b64a03-4037-4339-96c4-10f36c46343a                                     |                                                                                                                                                                      |                                                                                                |
| Amber Gardner<br>Amber.Gardner@nashville.gov<br>Security Level: Email, Account Authentication (None)                                                                |                                                                                                                                                                      |                                                                                                |

| Carbon Copy Events                                                                           | Status           | Timestamp            |
|----------------------------------------------------------------------------------------------|------------------|----------------------|
| <b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign               |                  |                      |
| Terri Ray<br>terri.ray@nashville.gov<br>Security Level: Email, Account Authentication (None) |                  |                      |
| <b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign               |                  |                      |
| Witness Events                                                                               | Signature        | Timestamp            |
| Notary Events                                                                                | Signature        | Timestamp            |
| Envelope Summary Events                                                                      | Status           | Timestamps           |
| Envelope Sent                                                                                | Hashed/Encrypted | 11/7/2025 1:32:00 PM |
| Payment Events                                                                               | Status           | Timestamps           |
| Electronic Record and Signature Disclosure                                                   |                  |                      |



1. **ACCEPTANCE OF TERMS AND CONDITIONS** These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. **MODIFICATION OF TERMS AND CONDITIONS** We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. **DEFINITIONS** "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docuSign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

**4. SUBSCRIPTION SERVICE** During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

**5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS** As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

**6. PRICING AND PER USE PURCHASES** The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

**7. SUBSCRIBER SUPPORT** DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

**8. STORAGE** DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11.

**DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES** You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

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