

ORDINANCE NO. _____

An ordinance approving Amendment Number 1 to a contract between Cogent Infotech Corporation and the Metropolitan Government of Nashville and Davidson County for information technology temporary personnel services.

WHEREAS, on or about December 22, 2020, the Metropolitan Government, by and through the Department of Information Technology Services (ITS), entered into a 60-month contract with Cogent Infotech Corporation 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 Cogent Infotech Corporation 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/mjw

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 132 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: 6483650 Amendment Number: 1 Request Number: A2026035

Type of Contract: IDIQ Contract Requires Council Legislation: Yes

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

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

Contract Start Date: 12/22/2020 Contract Expiration Date: 12/21/2031 Contract Term: 132 Months

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

Amendment Value: \$0.00

Fund: 51137, 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: Cogent Infotech Corporation ISN#: 1000425

Address: 1035 Boyce Road Suite 108 City: Pittsburgh State: PA Zip: 15241

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

Prime Company Contact: Justin Acord Email Address: Govt-Bids@cogentinfo.com Phone #: 412-889-7700

Prime Contractor Signatory: Justin Acord Email Address: justin.acord@cogentinfo.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 6483650
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND COGENT INFOTECH CORPORATION**

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 COGENT INFOTECH CORPORATION located in PITTSBURGH, PA.

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 DECEMBER 22, 2020, Metro Contract numbered 6483650, 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 132 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.

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Contract Number 6483650
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

COGENT Infotech Corp.
Company Name
Manu Mehta
Signature of Company's Contracting Officer
Manu Mehta
Officer's Name
President
Officer's Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2024

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

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

PRODUCER First National Insurance Agency, LLC 12 Federal Street Suite 405 One North Shore Center Pittsburgh PA 15212	CONTACT NAME: Allison Fuchs PHONE (A/C, No, Ext): 724-444-6761 E-MAIL ADDRESS: fuchsa@fnb-corp.com FAX (A/C, No): 412-231-0249														
INSURED Cogent Infotech Corp 1035 Boyce Rd Suite 108 Pittsburgh PA 15241	<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>INSURER A : Philadelphia Indemnity</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER B : Twin City Fire Insurance Comp</td> <td style="text-align: center;">29459</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity	18058	INSURER B : Twin City Fire Insurance Comp	29459	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 1034917594**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER:	Y	Y	PHPK2634720	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	PHPK2634720	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	PHUB893069	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PHPK2634721	12/31/2024	12/31/2025	Aggregate/Occurrence \$5,000,000
A	Cyber Liability			PHPK2634721	12/31/2024	12/31/2025	Aggregate/Occurrence \$5,000,000
B	Crime Primary			40 KB 0284070-24	12/31/2024	12/31/2025	Aggregate/Occurrence \$1,000,000

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

Professional Liability (Tech E & O / Cyber) #PHPK2634721 retro date 01/27/2012 policy is claims made, Crime Excess # 40TP0321715-24 Effective 12/31/24 to 12/31/25 \$ 4,000,000 Aggregate/Occurrence , \$1,000,000 Retention RFQ #13010 Metropolitan Government of Nashville and Davidson County, its officials, officers, employees and volunteers are included as additional insureds with respects to General Liability and Auto Liability. Additional insured is provided on blanket endorsements that extend coverage when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Metropolitan Government of Nashville and Davidson County
 Purchasing Agent
 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2025

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.

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PRODUCER Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	CONTACT NAME: Marsh Affinity PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): E-MAIL ADDRESS: ADPTotalSource@marsh.com INSURER(S) AFFORDING COVERAGE INSURER A: New Hampshire Insurance Co. NAIC # 23841 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED ADP TotalSource FL XVII, Inc. 5800 Windward Parkway Alpharetta, GA 30005 Alternate Employer: Cogent Infotech Corporation 1035 Boyce Rd Ste 108 Pittsburgh, PA 15241	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 063528475 TN	07/01/2025	07/01/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

All worksite employees working for Cogent Infotech Corporation paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Cogent Infotech Corporation is an alternate employer under this policy. Proprietor/Partner/Executive Officer/Member are not excluded as long as they are in the ADPTS payroll or have completed the SEI Participation Addendum.

CERTIFICATE HOLDER

Metropolitan Government of Nashville and Davidson County
 Metro Courthouse
 Nashville, TN 37201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jo Phillips

ACORD 25 (2016/03)

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A2026035

Monday, September 22, 2025



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.

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) 880-2644

What is the number of the contract being amended? 6483650

What is the title of the contract being amended? COGENT Infotech Corporation

What is this amendment number? 1

Supplier Information

Who is the supplier? COGENT Infotech Corporation

What is the supplier's address? 1035 Boyce Road, Suite 108
Pittsburgh, PA, 15241

Is the supplier registered in iSupplier? Yes

If yes, what is the supplier's ISN? 1000425

Who is contract signatory for the supplier? Justin Acord

What is the supplier contract signatory's email address? Govt-Bids@cogentinfo.com

What is the supplier contract signatory's phone number?

(412) 889-7700

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?

Sunday, December 21, 2031

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.

No additional changes, just the end-date of the contract.

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?

1456201

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

,Reviewed By:	Gary C. Clay	Department:	ITS
Contract #:	6483650	Unique ID No.	
Contractor Name:	COGENT Infotech Corporation	Contract Description:	Information Technology Temporary Personnel Services
Amendment No:	1	Amendment Amount:	0
Recommendation:	Approve		

Review:

This amendment has no effect on the value of the Contract.

- Amendment has **no impact** on the scope of the contract.
- Amendment will extend the **contract term** to December 21, 2031
- Amendment extends the contract term and **will require council approval.**
- **Delete the last sentence** in paragraph 3.1. which essentially says in no event shall the contract extend beyond (60) 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.
- Insert **Boycott of Israel clause** as 8.16 and renumber each subsequent clause.
- Amendment has **no impact** on the Exhibits
-

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



Amendment Request Signature Form

Amendment Number	A2026035
Date Received	September 23, 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

9/23/2025 | 3:33 PM CDT
Date Signed



Contract Information

Contract & Solicitation Title: Information Technology Temporary Personnel Services

Contract Summary: Contractor agrees to provide information technology temporary personnel services.

Contract Number: 6483650 Solicitation Number: 13010 Requisition Number: 143468

Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): 349544, 349545, 349546, 349547, and 349548

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): Yes

Estimated Start Date: 1/4/2021 Estimated Expiration Date: 1/3/2026 Contract Term: 60 months

Estimated Contract Life Value: \$9,000,000.00 Fund: 51137 BU: 14521061

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Brad Wall BAO Staff: Jeremy Frye

Procuring Department: ITS Department(s) Served: ITS

Prime Contractor Information

Prime Contracting Firm: Cogent Infotech Corporation ISN#: 1000425

Address: 1035 Boyce Road Suite 108 City: Pittsburgh State: PA Zip: 15241

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

Prime Company Contact: Justin Acord Email Address: Govt-Bids@cogentinfo.com Phone #: (412) 889-7700

Prime Contractor Signatory: Justin Acord Email Address: justin.acord@cogentinfo.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. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
<u>Cogent Infotech Corp.</u>	☐	<u>80.91</u>	<u>\$1,690,000.00</u>	<u>Awarded</u>
<u>BG Staffing LLC dba Zycron</u>	☐	<u>80.79</u>	<u>\$1,822,095.41</u>	<u>Awarded</u>
<u>Internal Data Resources, Inc</u>	☐	<u>82.90</u>	<u>\$1,661,840.82</u>	<u>Awarded</u>
<u>Latitude 36, Inc.</u>	☐	<u>80.93</u>	<u>\$2,001,363.40</u>	<u>Awarded</u>
<u>Sigman & Summerfield Asso</u>	☐	<u>84.03</u>	<u>\$2,005,307.09</u>	<u>Awarded</u>

Contract Abstract

Continuous of Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
TEKsystems	☐	89.64	\$1,477,585.20	Awarded
22nd Century Technologies	☐	73.98	\$3,163,504.56	Evaluated but not selected
Apex Systems, Inc.	☐	62.72	\$2,137,819.70	Evaluated but not selected
Ardent Technologies, Inc.	☐	50.23	\$2,662,803.27	Evaluated but not selected
Ask IT Consulting, Inc.	☐	52.06	\$1,987,332.15	Evaluated but not selected
BuzzClan, LLC.	☐	60.22	\$1,444,700.80	Evaluated but not selected
Computech Corporation	☐	46.31	\$2,323,297.20	Evaluated but not selected
CTD Staffing	☐	66.10	\$2,215,907.10	Evaluated but not selected
GuideSoft, Inc.	☐	72.99	\$1,995,084.04	Evaluated but not selected
Halcyon Solutions, Inc.	☐	51.77	\$2,018,751.26	Evaluated but not selected
Infojini, Inc.	☐	64.33	\$2,392,193.18	Evaluated but not selected
Information Resource Grou	☐	58.03	\$2,700,491.34	Evaluated but not selected
Inspiren Tech Solutions, LLC	☐	54.18	\$3,389,924.63	Evaluated but not selected
OST, Inc.	☐	66.94	\$2,671,578.38	Evaluated but not selected
Otterbase, Inc.	☐	73.95	\$2,110,549.89	Evaluated but not selected
Pharicode, LLC.	☐	54.24	\$4,099,418.11	Evaluated but not selected
SoftHQ, Inc.	☐	63.20	\$2,338,071.16	Evaluated but not selected
SoftSages Technology	☐	64.00	\$1,353,092.46	Evaluated but not selected
Software Information Resou	☐	51.09	\$2,893,266.65	Evaluated but not selected
Technostaff, LLC.	☐	69.66	\$1,756,126.47	Evaluated but not selected
Vaco	☐	73.90	\$2,726,360.12	Evaluated but not selected

Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County (METRO)** and **Cogent Infotech Corporation (CONTRACTOR)** located at **1035 Boyce Road Suite 108, Pittsburgh, PA 15241**. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
 - *Exhibit A - Solicitation Scope of Work*
- *The solicitation documentation for RFQ #13010 and affidavit(s) (all made a part of this contract by reference),*
- *Purchase Orders (and PO Changes),*
- *CONTRACTOR's response to the solicitation,*

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

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

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide information technology temporary personnel services. The solicitation scope of work details are included in the Exhibit A and are made a part of this contract by reference.

2.2. Delivery and/or Installation.

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

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

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

3. CONTRACT TERM

3.1. Contract Term

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the

Contract Purchase Agreement 6483650

Metropolitan Clerk's Office.

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

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of **\$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

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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

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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)

OR

DEPARTMENT OF FINANCE

PROCUREMENT DIVISION

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730 2ND AVE SOUTH, STE 101

P.O. BOX 196300

NASHVILLE, TN 37219-6300

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

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

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

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

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

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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

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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:

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- 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

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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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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: Cogent Infotech Corporation

Attention: Justin Acord

Address: 1035 Boyce Road, Suite 108, Pittsburgh, PA 15241

Telephone: 412-889-7700

Fax: 412-774-1515

E-mail: justin.acord@cogentinfo.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: Justin Acord

Attention: Justin Acord

Address: 1035 Boyce Road, Suite 108, Pittsburgh, PA 15241

E-mail: justin.acord@cogentinfo.com

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Contract Number 6483650**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:**Keith Durbin

Dept. / Agency / Comm. Head or Board Chair.

GN

Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:**Michelle A. Hernandez Lane

Purchasing Agent

BW

Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:Kevin Cumballo

Director of Finance

TE

OMB

KG

BA

APPROVED AS TO FORM AND LEGALITY:D M Boger

Metropolitan Attorney

LB7

Insurance

FILED BY THE METROPOLITAN CLERK:Elizabeth Waites

Metropolitan Clerk

12/22/2020 | 10:38 AM CST

Date

CONTRACTOR:Cogent Infotech Corporation

Company Name

Justin Acord

Signature of Company's Contracting Officer

Justin Acord

Officer's Name

Vice President, Sales

Officer's Title

Exhibit A – Solicitation Scope of Work

Scope Summary

The Metropolitan Government of Nashville and Davidson County (“Metro”) is seeking to enter into a five (5) year contract with a 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:
 - o Cost of the contractor(s)

- o The first submission received.
 - o 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:
 - o 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.**
 - o Complete and pass a Criminal Justice Information Systems (CJIS) on-line training session within the time period specified by Metro.

- o 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
- The Contractor(s) understand and agree that all individuals placed in Metro shall:
 - o Work according to the schedule prescribed by Metro.
 - o 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.
 - o Demonstrate excellent interpersonal, organizational, and communication skills, both written and oral, at all levels (i.e. customer, peer-to-peer, managers, and executives).
 - o Demonstrate customer service-oriented skills.
 - o Possess a current, valid Driver's License.
 - o Read, write, and speak English fluently.
 - o 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 MNPB Criminal Record Background Check prior to beginning work at Metro facilities. **All fees for this documentation are at the expense of the Contractor(s).**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/14/2020

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

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

PRODUCER Marthinsen & Salvitti Insurance Group, Inc 140 Park Avenue Washington PA 15301	CONTACT NAME: Kristen Nort PHONE (A/C, No, Ext): (724) 222-8400 FAX (A/C, No): (724) 222-8141 E-MAIL ADDRESS: knort@msipa.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Selective Ins Co of SE NAIC # 39926	
INSURER B: Hartford Property & Casualty 34690	
INSURER C: Philadelphia Indemnity Insurance Co. 18058	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** **19-20 master NOCRM**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	☒ COMMERCIAL GENERAL LIABILITY			S2060832	12/31/2019	12/31/2020	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	☒ Blanket Additional Insured						MED EXP (Any one person)	\$ 15,000
	☒ Blanket Waiver of Subrogation						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
A	AUTOMOBILE LIABILITY			S2060832	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	☒ Blkt Add'l Ins ☒ Blkt Waiver							\$
A	☒ UMBRELLA LIAB			S2060832	12/31/2019	12/31/2020	EACH OCCURRENCE	\$ 6,000,000
	☐ EXCESS LIAB						AGGREGATE	\$ 6,000,000
	☐ DED ☒ RETENTION \$ 0							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			40WBCBU1670	12/31/2019	12/31/2020	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability			PHPK2115922	04/01/2020	12/31/2020	Professional limit	\$5,000,000
	Cyber Liability						Cyber Limit	\$5,000,000
							Deductible each	\$25,000

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

RFQ# 13010

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees and volunteers are included as additional insured with respects to General Liability and Auto Liability. Additional insured is provided on blanket endorsements that extends coverage when required by written contract.

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 <i>Kristen M Nort</i>
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Cogent Infotech
Corp.

ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 01 16

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-8) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds - Primary and Non-Contributory Provision	Page 7
Blanket Additional Insureds - As Required By Contract	Page 6
Broad Form Vendors Coverage	Page 6
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 8
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 7
Knowledge of Occurrence, Claim, Suit or Loss	Page 7
Liberalization Clause	Page 7
Mental Anguish Amendment (Not applicable to New York)	Page 8
Newly Formed or Acquired Organizations	Page 5
Non-Accumulation Of Limits (Not applicable in New York or Wisconsin)	Page 7
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members - as additional insureds	Page 5
Personal And Advertising Injury - Discrimination Amendment (Not applicable in New York)	Page 8
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended - Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Unintentional Failure to Disclose Hazards	Page 7
Waiver of Transfer of Rights of Recovery (subrogation)	Page 7
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
 CG 73 00 01 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, only the broadest coverage of this policy will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES - Amendments

SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion e. **Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph (2) of Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.**

B. The following is added to Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.**

Damage To Premises Rented to You

A. The last paragraph of Paragraph 2. **Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

B. Paragraph 6. under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Date-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. **Access or Disclosure Of Confidential Or Personal Information And Date-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

SECTION I - COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is deleted in its entirety and replaced with the following:

- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

SECTION II - WHO IS AN INSURED - Amendments

Not-for-Profit Organization Members

The following paragraph is added to **SECTION II - WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under SECTION II - WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. **e. Employer's Liability** under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

A. Subparagraph 3.a. under SECTION II - WHO IS AN INSURED is deleted in its entirety and replaced with the following:

- a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. The following paragraph is added to SECTION II - WHO IS AN INSURED, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY, Paragraph 4. Other Insurance, Subparagraph b. Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged).

Blanket Additional Insureds - As Required By Contract

A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your ongoing operations, "your product", or premises owned or used by you;

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

2. Your maintenance, operation or use of equipment, other than aircraft, "auto" or watercraft, rented or leased to you by such person or organization. A person or organization's status as an additional insured under this endorsement ends when their contract, or agreement with you for such rented or leased equipment ends. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the rental agreement or equipment lease expires.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been executed (executed means signed by the named insured) or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) whom you have agreed in a written contract or written agreement to add as an additional insured on your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, however the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been executed (executed means signed by the named insured) prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph **2.a.(1)(d)** under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance shall be excess with respect to any person or organization included as an additional insured under this policy, any other insurance that person or organization has shall be primary with respect to this insurance, unless:

- (1) The additional insured is a Named Insured under such other insurance;
- (2) You have agreed in a written contract, written agreement or written permit to include that additional insured on your General Liability policy on a primary and/or non-contributory basis; and
- (3) The written contract or written agreement has been executed (executed means signed by the named insured) or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. **Representations** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
2. Such person or organization is an additional insured on your policy; or
3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract".

The section above only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

Liberalization

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Non-Accumulation Of Limits

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If you have other insurance provided by us or one of our affiliates that will respond to a claim or "suit" also covered under this coverage, the maximum limit of insurance under all collectible insurance shall not exceed the highest applicable limit under any one of the other coverage part(s), form(s) or policy(ies).

SECTION V - DEFINITIONS

Discrimination

(This provision does not apply in New York).

- A. The following is added to Definition 14. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
 - a. The insured; or
 - b. Anyone considered an insured under **SECTION II - WHO IS AN INSURED;**
2. Not done intentionally to cause harm to another person.
3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

- B. The following definition is added to **SECTION V - DEFINITIONS**:

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;
- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V - DEFINITIONS**:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition 5. "Employee" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V - DEFINITIONS**:

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V - DEFINITIONS**:

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

ElitePac® Commercial Automobile Extension

**COMMERCIAL AUTO
CA 78 09 01 16**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to SECTION II, A.1. - Who Is An Insured:

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

LIMITED LIABILITY COMPANIES

The following is added to SECTION II, A.1. - Who Is An Insured:

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

EMPLOYEES AS INSURED

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to SECTION II, A.1. - Who Is An Insured:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

BLANKET ADDITIONAL INSURED

The following is added to SECTION II, A.1. - Who Is An Insured:

Any person or organization with whom you agreed in a written contract, written agreement or written permit to add as an additional "insured" on your policy is an additional "insured". Such person or organization is an additional "insured" only with respect to your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed or written permit issued prior to the "bodily injury" or "property damage".

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of SECTION II, A.2.a. - Supplementary Payments are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The Fellow Employee Exclusion, **SECTION II, B.5. -** is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES

SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in 1. or 2. below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

Paragraph 2. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:

- (a) The operational safety of the vehicle might otherwise be impaired;
- (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
- (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed "auto" our obligation to pay "losses" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "losses" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph 5.b. is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions**:

We will pay expenses for which you are legally responsible to pay up to the Limit of Insurance shown on the ElitePac Schedule per "accident" for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident".

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

The following is added to **SECTION III, A.4. - Coverage Extensions**:

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and

2. Any:

- a. Overdue lease/loan payments at the time of "loss";
- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
- c. Security deposits not refunded by the lessor or financial institution;
- d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
- e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

This extension only applies if the lessor or financial institution is an additional "insured" under this Coverage Form.

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions**:

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions**:

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:
 - a. Permanently installed in or upon the covered "auto" at the time of the "loss";
 - b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";

- c. Designed to be solely operated by use of power from the "auto's" electrical system; or
- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;

5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

EXTRA HEAVY TRUCK

"Extra Heavy Truck" means a truck with a gross vehicle weight rating of 45,001 pounds or more.

HEAVY TRUCK

"Heavy Truck" means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

MEDIUM TRUCK

"Medium Truck" means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

JOHN COOPER, MAYOR

DEPARTMENT OF FINANCE

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

August 12, 2020

Kari Vincent
BG Staffing LLC dba Zycron
P.O. Box 660282
Dallas, TX 75266

Re: **RFQ #13010, Information Technology Temporary Personnel Services**

Dear Kari:

The Metropolitan Government of Nashville and Davidson County (Metro) has completed the evaluation of submitted solicitation offer(s) to the above RFQ #13010, Information Technology Temporary Personnel Services. This letter hereby notifies you of Metro's intent to award to **BG Staffing LLC dba Zycron**, contingent upon successful contract negotiations. Please provide a certificate of Insurance indicating all applicable coverages within 15 business days of the receipt of this letter.

If the Equal Business Opportunity (EBO) Program requirements were a part of this solicitation, the awardee must forward a signed copy of the "Letter of Intent to Perform as Subcontractor/Subconsultant/Supplier/Joint Venture" for any minority/women-owned business enterprises included in the response to the Business Assistance Office within two business days from this notification.

Additionally, the awardee will be required to submit evidence of participation of and contractor's payment to all Small, Minority, and Women Owned Businesses participation in any resultant contract. This evidence shall be submitted monthly and include copies of subcontracts or purchase orders, the Prime Contractor's Application for Payment, or invoices, and cancelled checks or other supporting payment documents. Should you have any questions concerning this requirement, please contact **Jeremy Frye**, BAO Representative, at **(615) 862-6638** or at Jeremy.Frye@Nashville.gov.

Depending on the file sizes, the responses to the procurement solicitation and supporting award documentation can be made available either by email, CD for pickup, or in person for inspection. If you desire to receive or review the documentation or have any questions, please contact Buyer **Brad Wall** by email at Brad.Wall@Nashville.gov Monday through Friday between 8:30am and 3:30pm.

Thank you for participating in Metro's competitive procurement process.

Sincerely,

Michelle A. Hernandez Lane

Michelle A. Hernandez Lane
Purchasing Agent

Cc: Solicitation File, Other Offerors

Pursuant to M.C.L. 4.36.010 Authority to resolve protested solicitations and awards.

A. Right to Protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Agent. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

Procurement Division

730 Second Avenue South, Suite 112
P.O. Box 196300
Nashville, Tennessee 37219-6300

www.Nashville.gov
Phone: 615-862-6180
Fax: 615-862-6179

JOHN COOPER, MAYOR

DEPARTMENT OF FINANCE

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

August 12, 2020

Justin Acord
Cogent Infotech Corporation
1035 Boyce Road Suite 108
Pittsburgh, PA 15241

Re: **RFQ #13010, Information Technology Temporary Personnel Services**

Dear Justin:

The Metropolitan Government of Nashville and Davidson County (Metro) has completed the evaluation of submitted solicitation offer(s) to the above RFQ #13010, Information Technology Temporary Personnel Services. This letter hereby notifies you of Metro's intent to award to **Cogent Infotech Corporation**, contingent upon successful contract negotiations. Please provide a certificate of Insurance indicating all applicable coverages within 15 business days of the receipt of this letter.

If the Equal Business Opportunity (EBO) Program requirements were a part of this solicitation, the awardee must forward a signed copy of the "Letter of Intent to Perform as Subcontractor/Subconsultant/Supplier/Joint Venture" for any minority/women-owned business enterprises included in the response to the Business Assistance Office within two business days from this notification.

Additionally, the awardee will be required to submit evidence of participation of and contractor's payment to all Small, Minority, and Women Owned Businesses participation in any resultant contract. This evidence shall be submitted monthly and include copies of subcontracts or purchase orders, the Prime Contractor's Application for Payment, or invoices, and cancelled checks or other supporting payment documents. Should you have any questions concerning this requirement, please contact **Jeremy Frye**, BAO Representative, at **(615) 862-6638** or at Jeremy.Frye@Nashville.gov.

Depending on the file sizes, the responses to the procurement solicitation and supporting award documentation can be made available either by email, CD for pickup, or in person for inspection. If you desire to receive or review the documentation or have any questions, please contact Buyer **Brad Wall** by email at Brad.Wall@Nashville.gov Monday through Friday between 8:30am and 3:30pm.

Thank you for participating in Metro's competitive procurement process.

Sincerely,

A handwritten signature in cursive script that reads "Michelle A. Hernandez Lane".

Michelle A. Hernandez Lane
Purchasing Agent

Cc: Solicitation File, Other Offerors

Pursuant to M.C.L. 4.36.010 Authority to resolve protested solicitations and awards.

A. Right to Protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Agent. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

Procurement Division

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JOHN COOPER, MAYOR

DEPARTMENT OF FINANCE

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

August 12, 2020

Danny Roberge
IDR, Inc.
25 Century Blvd. Suite 410
Nashville, TN 37214

Re: **RFQ #13010, Information Technology Temporary Personnel Services**

Dear Danny:

The Metropolitan Government of Nashville and Davidson County (Metro) has completed the evaluation of submitted solicitation offer(s) to the above RFQ #13010, Information Technology Temporary Personnel Services. This letter hereby notifies you of Metro's intent to award to **IDR, Inc.**, contingent upon successful contract negotiations. Please provide a certificate of Insurance indicating all applicable coverages within 15 business days of the receipt of this letter.

If the Equal Business Opportunity (EBO) Program requirements were a part of this solicitation, the awardee must forward a signed copy of the "Letter of Intent to Perform as Subcontractor/Subconsultant/Supplier/Joint Venture" for any minority/women-owned business enterprises included in the response to the Business Assistance Office within two business days from this notification.

Additionally, the awardee will be required to submit evidence of participation of and contractor's payment to all Small, Minority, and Women Owned Businesses participation in any resultant contract. This evidence shall be submitted monthly and include copies of subcontracts or purchase orders, the Prime Contractor's Application for Payment, or invoices, and cancelled checks or other supporting payment documents. Should you have any questions concerning this requirement, please contact **Jeremy Frye**, BAO Representative, at **(615) 862-6638** or at Jeremy.Frye@Nashville.gov.

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Thank you for participating in Metro's competitive procurement process.

Sincerely,

Michelle A. Hernandez Lane

Michelle A. Hernandez Lane
Purchasing Agent

Cc: Solicitation File, Other Offerors

Pursuant to M.C.L. 4.36.010 Authority to resolve protested solicitations and awards.

A. Right to Protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Agent. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

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JOHN COOPER, MAYOR

DEPARTMENT OF FINANCE

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

August 12, 2020

Rachel Hutto
Latitude 36, Inc.
810 Crescent Centre Drive, Suite 120
Franklin, TN 37067

Re: **RFQ #13010, Information Technology Temporary Personnel Services**

Dear Rachel:

The Metropolitan Government of Nashville and Davidson County (Metro) has completed the evaluation of submitted solicitation offer(s) to the above RFQ #13010, Information Technology Temporary Personnel Services. This letter hereby notifies you of Metro's intent to award to **Latitude 36, Inc.**, contingent upon successful contract negotiations. Please provide a certificate of Insurance indicating all applicable coverages within 15 business days of the receipt of this letter.

If the Equal Business Opportunity (EBO) Program requirements were a part of this solicitation, the awardee must forward a signed copy of the "Letter of Intent to Perform as Subcontractor/Subconsultant/Supplier/Joint Venture" for any minority/women-owned business enterprises included in the response to the Business Assistance Office within two business days from this notification.

Additionally, the awardee will be required to submit evidence of participation of and contractor's payment to all Small, Minority, and Women Owned Businesses participation in any resultant contract. This evidence shall be submitted monthly and include copies of subcontracts or purchase orders, the Prime Contractor's Application for Payment, or invoices, and cancelled checks or other supporting payment documents. Should you have any questions concerning this requirement, please contact **Jeremy Frye**, BAO Representative, at **(615) 862-6638** or at Jeremy.Frye@Nashville.gov.

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Thank you for participating in Metro's competitive procurement process.

Sincerely,

Michelle A. Hernandez Lane

Michelle A. Hernandez Lane
Purchasing Agent

Cc: Solicitation File, Other Offerors

Pursuant to M.C.L. 4.36.010 Authority to resolve protested solicitations and awards.

A. Right to Protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Agent. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

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JOHN COOPER, MAYOR

DEPARTMENT OF FINANCE

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

August 12, 2020

Scott Landsman
Sigman & Summerfield Associates, Inc.
300 E. Joppa Road, Suite 1101
Towson, MD 21286

Re: **RFQ #13010, Information Technology Temporary Personnel Services**

Dear Scott:

The Metropolitan Government of Nashville and Davidson County (Metro) has completed the evaluation of submitted solicitation offer(s) to the above RFQ #13010, Information Technology Temporary Personnel Services. This letter hereby notifies you of Metro's intent to award to **Sigman & Summerfield Associates, Inc.**, contingent upon successful contract negotiations. Please provide a certificate of Insurance indicating all applicable coverages within 15 business days of the receipt of this letter.

If the Equal Business Opportunity (EBO) Program requirements were a part of this solicitation, the awardee must forward a signed copy of the "Letter of Intent to Perform as Subcontractor/Subconsultant/Supplier/Joint Venture" for any minority/women-owned business enterprises included in the response to the Business Assistance Office within two business days from this notification.

Additionally, the awardee will be required to submit evidence of participation of and contractor's payment to all Small, Minority, and Women Owned Businesses participation in any resultant contract. This evidence shall be submitted monthly and include copies of subcontracts or purchase orders, the Prime Contractor's Application for Payment, or invoices, and cancelled checks or other supporting payment documents. Should you have any questions concerning this requirement, please contact **Jeremy Frye**, BAO Representative, at **(615) 862-6638** or at Jeremy.Frye@Nashville.gov.

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Thank you for participating in Metro's competitive procurement process.

Sincerely,

Michelle A. Hernandez Lane

Michelle A. Hernandez Lane
Purchasing Agent

Cc: Solicitation File, Other Offerors

Pursuant to M.C.L. 4.36.010 Authority to resolve protested solicitations and awards.

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JOHN COOPER, MAYOR

DEPARTMENT OF FINANCE

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

August 12, 2020

Neal Rikal
TEKsystems
22 Century Blvd, Suite 140
Nashville, TN 37214

Re: **RFQ #13010, Information Technology Temporary Personnel Services**

Dear Neal:

The Metropolitan Government of Nashville and Davidson County (Metro) has completed the evaluation of submitted solicitation offer(s) to the above RFQ #13010, Information Technology Temporary Personnel Services. This letter hereby notifies you of Metro's intent to award to **TEKsystems**, contingent upon successful contract negotiations. Please provide a certificate of Insurance indicating all applicable coverages within 15 business days of the receipt of this letter.

If the Equal Business Opportunity (EBO) Program requirements were a part of this solicitation, the awardee must forward a signed copy of the "Letter of Intent to Perform as Subcontractor/Subconsultant/Supplier/Joint Venture" for any minority/women-owned business enterprises included in the response to the Business Assistance Office within two business days from this notification.

Additionally, the awardee will be required to submit evidence of participation of and contractor's payment to all Small, Minority, and Women Owned Businesses participation in any resultant contract. This evidence shall be submitted monthly and include copies of subcontracts or purchase orders, the Prime Contractor's Application for Payment, or invoices, and cancelled checks or other supporting payment documents. Should you have any questions concerning this requirement, please contact **Jeremy Frye**, BAO Representative, at **(615) 862-6638** or at Jeremy.Frye@Nashville.gov.

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Thank you for participating in Metro's competitive procurement process.

Sincerely,

A handwritten signature in cursive script that reads "Michelle A. Hernandez Lane".

Michelle A. Hernandez Lane
Purchasing Agent

Cc: Solicitation File, Other Offerors

Pursuant to M.C.L. 4.36.010 Authority to resolve protested solicitations and awards.

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[Procurement Division](#)

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RFQ #13010 - Information Technology Temporary Personnel Services					
	22nd Century Technologies, Inc.	Apex Systems, Inc.	Ardent Technologies, Inc.	Ask IT Consulting, Inc.	BG Staffing LLC dba Zycron
Contract Acceptance	Accepted with no exceptions	Accepted with no exceptions	Accepted with no exceptions	Accepted with no exceptions	Contract exceptions
Cost (35 points)	11.98	17.72	14.23	19.06	20.79
Experience and Qualifications (30 Points)	30.00	19.00	15.00	17.00	30.00
Project Approach and Process (35 Points)	32.00	26.00	21.00	16.00	30.00
Total (100 Points)	73.98	62.72	50.23	52.06	80.79

22nd Century Technologies, Inc.

Strengths - The offeror provided a detailed overview of their company. The offeror has experience in providing government entities with IT temporary personnel services. The offeror's reference projects were detailed and of similar scope as to what Metro is seeking to procure in this solicitation. The offeror stated that they can respond to IT temp personnel requests within 24-hours. The offeror provided detailed information about training that is provided to candidates/employees prior to placement.

Weaknesses - The offeror's description of their countermeasures that would be employed to minimize the anticipated risk on this type of project lacked detail.

Apex Systems, Inc.

Strengths - The offeror provided a detailed overview of their company. The offeror has experience in providing government entities with IT temporary personnel services. The offer provided a detailed process for recruiting, screening, and placing IT temporary personnel; specifically, the offeror has an elite qualification program. The offeror provided detailed information about training that is provided to candidates/employees prior to placement; specifically, the offeror can customize training programs to meet Metro's needs.

Weaknesses - The offeror's description of the services provided on their reference projects lacked detail. The offeror's descriptions on their reference projects did not provide sufficient detail to demonstrate the offeror's ability to meet Metro's needs. The offeror's description of their countermeasures that would be employed to minimize the anticipated risk on this type of project lacked detail. The offeror's description on how they would prioritize work for Metro given their current obligations lacked detail.

Ardent Technologies, Inc.

Strengths - The offeror has experience in providing government entities with IT temporary personnel services. The offeror provided detailed information about training that is provided to candidates/employees prior to placement.

Weaknesses - The offeror's organizational chart lacked detail; specifically, some of the key personnel were missing. The resumes submitted exceeded the page limit length. The offeror's reference projects provided were not of similar scope as to what Metro is seeking to procure in this solicitation. The offeror stated that it takes on average about 3 to 7 business days to fill IT temp personnel positions. The offeror's identification and their countermeasures that would be employed to minimize the anticipated risk on this type of project lacked detail. The offeror's process for recruiting, screening, and placing IT temporary personnel lacked detail. The offeror's description on how they would prioritize work for Metro given their current obligations lacked detail.

Ask IT Consulting, Inc.

Strengths - The offeror has experience in providing government entities with IT temporary personnel services.

Weaknesses - The offeror's description of their experience in providing IT temporary personnel services to clients the size of Metro lacked detail; specifically, the description of the types of positions and services offered are unknown. The offeror failed to provide a description of the services provided on one of their reference projects (Okaya Inc.) The offeror failed to identify any anticipated risk associated with this type of project. The offeror's description on how they would prioritize work for Metro given their current obligations lacked detail. The offeror's description of the training that is provided to candidates/employees prior to placement lacked detail.

BG Staffing LLC dba Zycron

Strengths - The offeror provided a detailed overview of their company. The offeror's reference projects were detailed and of similar scope as to what Metro is seeking to procure in this solicitation. The offeror stated that they can respond to IT temp personnel requests within 24 to 48-hours. The offer provided a detailed process for recruiting, screening, and placing IT temporary personnel. The offeror provided a detailed description on how they would prioritize work for Metro given their current obligations.

Weaknesses - The offeror's identification and their countermeasures that would be employed to minimize the anticipated risk on this type of project lacked detail. The offeror took contract exceptions.

	BuzzClan, LLC.	Cogent Infotech Corporation	Computech Corporation	CTD Staffing	GuideSoft, Inc.
Contract Acceptance	Accepted with no exceptions	Accepted with no exceptions	Accepted with no exceptions	Accepted with no exceptions	Accepted with no exceptions
Cost (35 points)	26.22	25.91	16.31	17.10	18.99
Experience and Qualifications (30 Points)	17.00	23.00	15.00	27.00	30.00
Project Approach and Process (35 Points)	17.00	32.00	15.00	22.00	24.00
Total (100 Points)	60.22	80.91	46.31	66.10	72.99

BuzzClan, LLC.

Strengths - The offeror's reference projects were detailed and of similar scope as to what Metro is seeking to procure in this solicitation. The offeror stated that they can respond to IT temp personnel requests within 24 to 48-hours.

Weaknesses - The offeror's description of their experience in providing IT temporary personnel services to clients the size of Metro lacked detail; specifically, the description of the types of positions and services offered are unknown. The resumes submitted exceeded the page limit length. The offeror failed to provide beginning and end dates on their reference projects. The offeror failed to identify any anticipated risk associated with this type of project. The offeror's description of the training that is provided to candidates/employees prior to placement lacked detail. The offeror's description on how they would prioritize work for Metro given their current obligations lacked detail.

Cogent Infotech Corporation

Strengths - The offeror provided a detailed overview of their company. The offeror has experience in providing government entities with IT temporary personnel services. The offeror's reference projects were detailed and of similar scope as to what Metro is seeking to procure in this solicitation. The offeror provided detailed information on their process for resourcing IT personnel to meet clients' needs. The offeror stated that they can respond to IT temp personnel requests within 24 to 48-hours. The offeror's identification and countermeasures that would be employed to minimize the anticipated risk on this type of project was detailed. The offeror provided detailed information about training that is provided to candidates/employees prior to placement.

Weaknesses - The offeror's description of the services provided on their reference projects lacked detail. The offeror failed to provide beginning and end dates on their reference projects. The offeror's response for their process for recruiting, screening, and placing IT temporary personnel was difficult to find in their proposal.

Computech Corporation

Strengths - The offeror provided a detailed overview of their company.

Weaknesses - The offeror's description of their experience in providing IT temporary personnel services to clients the size of Metro lacked detail; specifically, the offeror didn't provide any directly related examples to verify their claim of providing services to clients the size of Metro. The offeror failed to provide resumes; employee biographies were submitted instead. The offeror failed to provide a description of the services provided on one of their reference projects (State of Ohio). The offeror's description of their ability and resources to provide IT temporary personnel services to meeting the needs of a client the size of Metro lacked detail. The offeror's identification and their countermeasures that would be employed to minimize the anticipated risk on this type of project lacked detail. The offeror's description of the training that is provided to candidates/employees prior to placement lacked detail. The offeror's description on how they would prioritize work for Metro given their current obligations lacked detail.

CTD Staffing

Strengths - The offeror provided a detailed overview of their company. The offeror has experience in providing government entities with IT temporary personnel services. The offeror's reference projects were detailed and of similar scope as to what Metro is seeking to procure in this solicitation. The offer provided a detailed process for recruiting, screening, and placing IT temporary personnel. The offeror provided a detailed description on how they would prioritize work for Metro given their current obligations.

Weaknesses - The recruiters resumes lacked significant experience. The offeror's description of their ability and resources to provide IT temporary personnel services to meeting the needs of a client the size of Metro lacked detail. The offeror's identification and their countermeasures that would be employed to minimize the anticipated risk on this type of project lacked detail. The offeror's description of the training that is provided to candidates/employees prior to placement lacked detail.

GuideSoft, Inc.

Strengths - The offeror provided a detailed overview of their company. The offeror has experience in providing government entities with IT temporary personnel services. The offeror's reference projects were detailed and of similar scope as to what Metro is seeking to procure in this solicitation.

Weaknesses - The offeror failed to provide a timeframe on how long it would take to respond to IT temp personnel requests. The offeror's description of their countermeasures that would be employed to minimize the anticipated risk on this type of project lacked detail. The offeror failed to provide a description of any training that is provided to candidates/employees prior to placement.

	Halcyon Solutions, Inc.	IDR, Inc.	Infojini, Inc.	Information Resource Group, Inc.	Inspiren Tech Solutions, LLC
Contract Acceptance	Accepted with no exceptions	Accepted with no exceptions	Accepted with no exceptions	Accepted with no exceptions	Accepted with no exceptions
Cost (35 points)	18.77	22.90	16.33	14.03	18.18
Experience and Qualifications (30 Points)	16.00	28.00	23.00	28.00	16.00
Project Approach and Process (35 Points)	17.00	32.00	25.00	16.00	20.00
Total (100 Points)	51.77	82.90	64.33	58.03	54.18

Halcyon Solutions, Inc.

Strengths - The offeror stated that they can respond to IT temp personnel requests within 24 to 48-hours.

Weaknesses - The offeror provided limited information that lacked detail regarding their experience in providing IT temporary personnel services to clients the size of Metro. The offeror's description of the services provided on their reference projects lacked detail. The offeror's identification and their countermeasures that would be employed to minimize the anticipated risk on this type of project lacked detail. The offeror's process for recruiting, screening, and placing IT temporary personnel lacked detail. The offeror's description on how they would prioritize work for Metro given their current obligations lacked detail.

IDR, Inc.

Strengths - The offeror provided a detailed overview of their company. The offeror has experience in providing government entities with IT temporary personnel services. The offeror's reference projects were detailed and of similar scope as to what Metro is seeking to procure in this solicitation. The offeror provided detailed information on their process for resourcing IT personnel to meet clients' needs. The offeror stated that they can respond to IT temp personnel requests within 24-hours. The offeror provided a detailed process for recruiting, screening, and placing IT temporary personnel. The offeror provided a detailed description on the types of screenings that are conducted on candidates prior to placement. The offeror provided a detailed description on how they would prioritize work for Metro given their current obligations.

Weaknesses - The offeror failed to provide resumes; employee biographies were submitted instead. The offeror's description of the training that is provided to candidates/employees prior to placement lacked detail.

Infojini, Inc.

Strengths - The offeror provided a detailed overview of their company. The offeror has experience in providing government entities with IT temporary personnel services. The offeror's reference projects were detailed and of similar scope as to what Metro is seeking to procure in this solicitation. The offeror provided detailed information on their ability to provide IT personnel to meet clients' needs. The offeror provided a detailed process for recruiting, screening, and placing IT temporary personnel. The offeror provided a detailed description on the types of screenings that are conducted on candidates prior to placement.

Weaknesses - The offeror didn't submit resumes for individuals that will be performing the daily operations. The offeror's identification of the anticipated risk on this type of project lacked detail. The offeror's description on how they would prioritize work for Metro given their current obligations lacked detail.

Information Resource Group, Inc.

Strengths - The offeror has experience in providing government entities with IT temporary personnel services. The offeror provided detailed information on their ability to provide IT personnel to meet clients' needs.

Weaknesses - One of the reference projects (Missouri Department of Economic Development) was not of similar scope as to what Metro is seeking to procure in this solicitation. The offeror failed to provide a timeframe on how long it would take to respond to IT temp personnel requests. The offeror failed to specifically identify the risk associated with this type of project, along with the countermeasures that would be employed to minimize the anticipated risk. The offeror failed to provide a description on how they would prioritize work for Metro given their current obligations. The offeror's responses to the project approach and process section were difficult to locate.

Inspiren Tech Solutions, LLC

Strengths - The offeror has experience in providing government entities with IT temporary personnel services. The offeror's reference projects were detailed and of similar scope as to what Metro is seeking to procure in this solicitation.

Weaknesses - The offeror's organizational chart lacked detail. The offeror failed to provide resumes; employee biographies were submitted instead. The offeror failed to provide beginning dates on their reference projects to demonstrate when services began with clients. The offeror failed to provide a timeframe on how long it would take to respond to IT temp personnel requests. The offeror's identification and their countermeasures that would be employed to minimize the anticipated risk on this type of project lacked detail. The offeror's description on how they would prioritize work for Metro given their current obligations lacked detail.

	Latitude 36, Inc.	OST, Inc.	Otterbase, Inc.	Pharicode, LLC.	Sigman & Summerfield Associates, Inc.
Contract Acceptance	Accepted with no exceptions	Accepted with no exceptions	Accepted with no exceptions	Accepted with no exceptions	Accepted with no exceptions
Cost (35 points)	18.93	16.94	17.95	9.24	23.03
Experience and Qualifications (30 Points)	30.00	28.00	30.00	30.00	30.00
Project Approach and Process (35 Points)	32.00	22.00	26.00	15.00	31.00
Total (100 Points)	80.93	66.94	73.95	54.24	84.03

Latitude 36, Inc.

Strengths - The offeror provided a detailed overview of their company. The offeror has experience in providing government entities with IT temporary personnel services. The offeror's reference projects were detailed and of similar scope as to what Metro is seeking to procure in this solicitation. The offeror provided detailed information on their ability to provide IT personnel to meet clients' needs. The offeror stated that they can respond to IT temp personnel requests within 24 to 48-hours. The offeror provided a detailed process for recruiting, screening, and placing IT temporary personnel. The offeror provided a detailed description on how they would prioritize work for Metro given their current obligations; specifically, they stated that Metro would have a dedicated recruitment team.

Weaknesses - The offeror failed to identify the risk associated with this type of project, along with the countermeasures that would be employed to minimize the anticipated risk.

OST, Inc.

Strengths - The offeror's reference projects were detailed and of similar scope as to what Metro is seeking to procure in this solicitation. The offeror provided detailed information on their ability to provide IT personnel to meet clients' needs. The offeror provided a detailed process for recruiting, screening, and placing IT temporary personnel. The offeror provided detailed information about training that is provided to candidates/employees prior to placement; specifically, the offeror can customize training programs to meet Metro's needs.

Weaknesses - The offeror's description of their experience in providing IT temporary personnel services to clients the size of Metro lacked detail. The offeror stated that they would have a turnaround time of 5-business days to fill IT temp personnel positions. The offeror's identification and their countermeasures that would be employed to minimize the anticipated risk on this type of project lacked detail.

Otterbase, Inc.

Strengths - The offeror provided a detailed description of their experience in providing IT temporary personnel services to clients the size of Metro; specifically, the recent engagement of relevant examples supported their experience claimed. The offeror's reference projects were of similar scope as to what Metro is seeking to procure in this solicitation.

Weaknesses - The offeror's identification and their countermeasures that would be employed to minimize the anticipated risk on this type of project lacked detail. The offeror's description of the training that is provided to candidates/employees prior to placement lacked detail.

Pharicode, LLC.

Strengths - The offeror has experience in providing government entities with IT temporary personnel services.

Weaknesses - The offeror failed to provide a timeframe on how long it would take to respond to IT temp personnel requests. The offeror's identification and their countermeasures that would be employed to minimize the anticipated risk on this type of project lacked detail. The offeror's description of the training that is provided to candidates/employees prior to placement lacked detail. The offeror's responses to the project approach and process section were difficult to locate.

Sigman & Summerfield Associates, Inc.

Strengths - The offeror's reference projects were detailed and of similar scope as to what Metro is seeking to procure in this solicitation. The offeror stated that they can respond to IT temp personnel requests within 24 to 72-hours. The offeror's identification and their countermeasures that would be employed to minimize the anticipated risk on this type of project was detailed.

Weaknesses - The offeror stated that they do not provide skills training to candidates/employees prior to placement. The offeror's description on how they would prioritize work for Metro given their current obligations lacked detail.

	SoftHQ, Inc.	SoftSages Technology	Software Information Resource Corp.	Technostaff, LLC.	TEKsystems	Vaco
Contract Acceptance	Accepted with no exceptions	Accepted with no exceptions	Accepted with no exceptions	Accepted with no exceptions	Accepted with no exceptions	Contract Exceptions
Cost (35 points)	16.20	28.00	13.09	22.66	25.64	13.90
Experience and Qualifications (30 Points)	22.00	14.00	16.00	22.00	29.00	28.00
Project Approach and Process (35 Points)	25.00	22.00	22.00	25.00	35.00	32.00
Total (100 Points)	63.20	64.00	51.09	69.66	89.64	73.90

SoftHQ, Inc.

Strengths - The offeror has experience in providing government entities with IT temporary personnel services. The offeror stated that they can respond to IT temp personnel requests within 2 to 24-hours. The offeror provided detailed information about training that is provided to candidates/employees prior to placement.

Weaknesses - Overall proposal seemed more focused on project and consulting related work rather than resource augmentation.

SoftSages Technology

Strengths - The offeror stated that they can respond to IT temp personnel requests within 24-hours.

Weaknesses - The resumes submitted exceeded the page limit length. The offeror's description of their experience in providing IT temporary personnel services to clients the size of Metro lacked detail; specifically, the types of services provided to clients were unclear. Two of the reference projects (Wells Fargo and State of Delaware) were not of similar scope as to what Metro is seeking to procure in this solicitation. The offeror failed to provide beginning and end dates on their reference projects. The offeror's identification and their countermeasures that would be employed to minimize the anticipated risk on this type of project lacked detail. The offeror's description on how they would prioritize work for Metro given their current obligations lacked detail.

Software Information Resource Corp.

Strengths - The offeror stated that they can respond to IT temp personnel requests within 24 to 48-hours.

Weaknesses - The offeror's reference projects provided were not of similar scope as to what Metro is seeking to procure in this solicitation. The offeror's identification and their countermeasures that would be employed to minimize the anticipated risk on this type of project lacked detail. The offeror's description on how they would prioritize work for Metro given their current obligations lacked detail.

Technostaff, LLC.

Strengths - The offeror provided detailed information on the resources they use to provide IT personnel to meet clients' needs. The offeror provided a detailed process for recruiting, screening, and placing IT temporary personnel. The offeror has the capability to conduct online skills testing and provides financial assistance for certification courses and higher education courses.

Weaknesses - The offeror's description of their experience in providing IT temporary personnel services to clients the size of Metro lacked detail; specifically, the types of positions fulfilled are unknown. The offeror's description of the services provided on two of their reference projects (Walmart and Ford Motors) lacked detail. The offeror failed to specifically identify the risk associated with this type of project, along with the countermeasures that would be employed to minimize the anticipated risk.

TEKsystems

Strengths - The offeror provided a detailed overview of their company. The offeror has experience in providing government entities with IT temporary personnel services. The offeror's reference projects were detailed and of similar scope as to what Metro is seeking to procure in this solicitation. The offeror provided detailed information on their ability and resources available to provide IT personnel to meet clients' needs. The offeror stated that they can respond to IT temp personnel requests within 24 to 72-hours. The offeror's identification and countermeasures that would be employed to minimize the anticipated risk on this type of project was detailed. The offeror provides over 6,500 instructor-led and computer-based technical and professional courses to candidates/employees through Skillsoft.

Weaknesses - One of the resumes submitted exceeded the page limit length.

Vaco

Strengths - The offeror has experience in providing IT temporary personnel services to clients the size of Metro. The offeror's reference projects were of similar scope as to what Metro is seeking to procure in this solicitation. The offeror stated that they can respond to IT temp personnel requests within 24-hours. The offeror holds meetings, seminars, and conferences to discuss new technologies and best practices. The offeror stated that Metro would be assigned an account manager and recruiting team.

Weaknesses - The offeror's description of services provided on the reference projects lacked detail. The offeror's identification and their countermeasures that would be employed to minimize the anticipated risk on this type of project lacked detail. The offeror took contract exceptions.

Solicitation Title & Number			RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
RFQ # 13010 Information Technology Temporary Personnel Services			28	7	35
Offeror's Name	Total Bid Amount	SBE/SDV Participation Amount	RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
22nd Century Technologies, Inc.	\$3,163,504.56	\$0.00	11.98	0.00	11.98
Apex Systems, Inc.	\$2,137,819.70	\$0.00	17.72	0.00	17.72
Ardent Technologies, Inc.	\$2,662,803.27	\$0.00	14.23	0.00	14.23
Ask IT Consulting, Inc.	\$1,987,332.15	\$0.00	19.06	0.00	19.06
BG Staffing LLC dba Zycron	\$1,822,095.41	\$0.00	20.79	0.00	20.79
BuzzClan, LLC.	\$1,444,700.80	\$0.00	26.22	0.00	26.22
Cogent Infotech Corporation	\$1,690,000.00	\$1,690,000.00	22.42	3.49	25.91
Computech Corporation	\$2,323,297.20	\$0.00	16.31	0.00	16.31
CTD Staffing	\$2,215,907.10	\$0.00	17.10	0.00	17.10
GuideSoft, Inc.	\$1,995,084.04	\$0.00	18.99	0.00	18.99
Halcyon Solutions, Inc.	\$2,018,751.26	\$0.00	18.77	0.00	18.77
IDR, Inc.	\$1,661,840.82	\$48,858.00	22.80	0.10	22.90
Infojini, Inc.	\$2,392,193.18	\$239,219.00	15.84	0.49	16.33
Information Resource Group, Inc.	\$2,700,491.34	\$0.00	14.03	0.00	14.03
Inspiren Tech Solutions, LLC.	\$3,389,924.63	\$3,389,924.63	11.18	7.00	18.18
Latitude 36, Inc.	\$2,001,363.40	\$0.00	18.93	0.00	18.93
OST, Inc.	\$2,671,578.38	\$1,335,789.19	14.18	2.76	16.94
Otterbase, Inc.	\$2,110,549.89	\$0.00	17.95	0.00	17.95
Pharicode, LLC.	\$4,099,418.11	\$0.00	9.24	0.00	9.24
Sigman & Summerfield Associates, Inc.	\$2,005,307.09	\$2,005,307.09	18.89	4.14	23.03
SoftHQ, Inc.	\$2,338,071.16	\$0.00	16.20	0.00	16.20
SoftSages Technology	\$1,353,092.46	\$0.00	28.00	0.00	28.00
Software Information Resource Corp.	\$2,893,266.65	\$0.00	13.09	0.00	13.09
Technostaff, LLC.	\$1,756,126.47	\$526,838.00	21.57	1.09	22.66
TEKsystems	\$1,477,585.20	\$0.00	25.64	0.00	25.64
Vaco	\$2,726,360.12	\$0.00	13.90	0.00	13.90

BAO Small Business Assessment Sheet

BAO Specialist: Jeremy Frye

Contract Specialist: Brad Wall

Date: 07/09/2020

Department Name: Metro ITS

RFP/ITB Number: 13010

Project Name: Information Technology Temporary Personnel Services

Primary Contractor*	Prime Bid Amount	Total Proposed SBE (\$)	The prime is not an approve	SBE (%)	Comments
BG Staffing LLC dba Zycron	\$ 1,822,095.41	\$ -	No	0%	The prime is not an approve SBE/SDV and did not propose the utilization of an approved SBE/SDV subcontractor.
Cogent Infotech Corporation	\$ 1,690,000.00	\$ -	No	0%	The prime is not an approve SBE/SDV and did not propose the utilization of an approved SBE/SDV subcontractor.
IDR, Inc.	\$ 1,661,840.82	\$ 48,858.00	Yes	3%	The prime is not an approve SBE/SDV and proposed the utilization of Small Business Services \$43,474/2% and Confirm Choice, LLC \$5,484/.33%
Latitude 36, Inc.	\$ 2,001,363.40	\$ -	No	0%	The prime is not an approve SBE/SDV and did not propose the utilization of an approved SBE/SDV subcontractor.
Sigman & Summerfield Associates, Inc.	\$ 2,005,307.09	\$ 2,005,307.09	No	100%	The prime is an approved SBE and will self-perform 100% of the work.
TEKsystems	\$ 1,477,585.20	\$ -	No	0%	The prime is not an approve SBE/SDV and did not propose the utilization of an approved SBE/SDV subcontractor.

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Brad Wall

Brad.Wall@nashville.gov

Metropolitan Government of Nashville and Davidson
County

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Sandra Walker

Sandra.Walker@nashville.gov

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Gregg Nicholson

Gregg.Nicholson@nashville.gov

Gregg Nicholson

Security Level: Email, Account Authentication
(None)



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Signed: 12/16/2020 2:22:22 PM

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ID: 51e224a5-90be-450b-ad76-5b75290c56e4

Kati Guenther

Kati.Guenther@nashville.gov

Security Level: Email, Account Authentication
(None)



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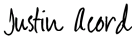
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Signer Events	Signature	Timestamp
Justin Acord justin.acord@cogentinfo.com Vice President, Sales Cogent Infotech Corporation Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 72.191.45.113	Sent: 12/16/2020 2:23:50 PM Viewed: 12/16/2020 3:20:18 PM Signed: 12/16/2020 4:56:16 PM
Electronic Record and Signature Disclosure: Accepted: 12/16/2020 3:20:18 PM ID: 8ecd2943-c6da-4642-be51-7d7b58ceae3		
Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 12/16/2020 4:56:19 PM Viewed: 12/18/2020 9:46:57 AM Signed: 12/18/2020 9:47:03 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Keith Durbin keith.durbin@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 12/18/2020 9:47:06 AM Viewed: 12/19/2020 2:00:32 PM Signed: 12/19/2020 2:00:50 PM
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Tom Eddlemon Tom.Eddlemon@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 12/19/2020 2:00:53 PM Viewed: 12/21/2020 8:07:33 AM Signed: 12/21/2020 8:07:53 AM
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Kevin Cumbo/tlo talia.lomaxodneal@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.49.32.130	Sent: 12/21/2020 8:07:57 AM Viewed: 12/21/2020 8:20:58 AM Signed: 12/21/2020 8:21:10 AM
Electronic Record and Signature Disclosure: Accepted: 12/21/2020 8:20:58 AM ID: 02e92d64-46aa-481b-afb6-46d044c1fb8b		
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	Completed Using IP Address: 170.190.198.100	Sent: 12/21/2020 8:21:13 AM Viewed: 12/21/2020 9:30:17 AM Signed: 12/21/2020 9:35:49 AM
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Lora Barkenbus Fox lora.fox@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 12/21/2020 9:42:52 AM Viewed: 12/21/2020 2:42:43 PM Signed: 12/21/2020 2:54:04 PM

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Theresa Costonis theresa.costonis@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 172.58.140.218 Signed using mobile	Sent: 12/21/2020 2:54:10 PM Viewed: 12/21/2020 4:20:53 PM Signed: 12/21/2020 4:46:00 PM
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Elizabeth Waites Elizabeth.Waites@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 12/21/2020 4:46:03 PM Resent: 12/22/2020 7:39:37 AM Viewed: 12/22/2020 10:38:13 AM Signed: 12/22/2020 10:38:22 AM
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	 Using IP Address: 170.190.198.100	Sent: 12/21/2020 9:35:54 AM Viewed: 12/21/2020 9:41:33 AM Completed: 12/22/2020 10:38:31 AM

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Carbon Copy Events	Status	Timestamp
Jeremy Frye jeremy.frye@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 12/22/2020 10:38:25 AM
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Carbon Copy Events	Status	Timestamp
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Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/22/2020 10:38:31 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	12/22/2020 10:38:13 AM
Signing Complete	Security Checked	12/22/2020 10:38:22 AM
Completed	Security Checked	12/22/2020 10:38:31 AM
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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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Signer Events

Signer Events	Signature	Timestamp
Gary Clay gary.clay@nashville.gov Asst. Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 170.190.198.185	Sent: 11/7/2025 11:47:04 AM Viewed: 11/7/2025 12:59:47 PM Signed: 11/7/2025 12:59:56 PM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Gregg Nicholson Gregg.Nicholson@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 11/7/2025 1:00:02 PM Viewed: 11/7/2025 1:40:14 PM Signed: 11/7/2025 1:40:24 PM
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Electronic Record and Signature Disclosure:
 Accepted: 11/7/2025 1:40:14 PM
 ID: 04f8c7a3-5490-4c4e-b8eb-21e9d375043a

Elizabeth Jefferson elizabeth.jefferson@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 2600:1700:1430:8560:74cb:d068:45f4:69a1 Signed using mobile	Sent: 11/7/2025 1:40:28 PM Viewed: 11/7/2025 1:41:17 PM Signed: 11/7/2025 1:41:49 PM
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Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Manu Mehta manu.mehta@cogentinfo.com President COGENT Infotech Corp. Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 2600:387:c:6d11::4 Signed using mobile	Sent: 11/11/2025 11:21:44 AM Viewed: 11/11/2025 9:04:24 PM Signed: 11/11/2025 9:08:15 PM
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Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 11/11/2025 9:04:24 PM ID: 7e80a120-c13d-4fa2-9aec-93ce0425cc55 Dennis Rowland dennis.rowland@nashville.gov Purchasing Agent & Chief Procurement Officer Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 11/11/2025 9:08:18 PM Viewed: 11/12/2025 7:00:16 AM Signed: 11/12/2025 7:00:26 AM
John Griffey John.Griffey@nashville.gov CISO Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/6/2019 12:40:06 PM ID: f2b127b9-81c3-4ffb-aca0-f80edaf9a484	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 11/12/2025 7:00:31 AM Viewed: 11/12/2025 7:39:58 AM Signed: 11/12/2025 7:40:05 AM
Jenneen Reed/MAL michelle.lane@nashville.gov Deputy Director of Finance Metro Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 11/12/2025 7:40:09 AM Viewed: 11/13/2025 7:50:37 AM Signed: 11/13/2025 7:50:45 AM
Jenneen Reed/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/13/2025 3:36:28 PM ID: cb1dd4d0-fcaa-4d07-8ef5-5bd6116b843a	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 11/13/2025 7:50:49 AM Viewed: 11/13/2025 3:36:28 PM Signed: 11/13/2025 3:38:38 PM
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/14/2025 8:10:07 AM ID: d7a67b64-543f-4a39-8b8b-534bf42612cd	Completed Using IP Address: 170.190.198.185	Sent: 11/13/2025 3:38:42 PM Viewed: 11/14/2025 8:10:07 AM Signed: 11/14/2025 8:17:39 AM
Balogun Cobb balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure:	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 11/14/2025 8:17:43 AM Viewed: 11/14/2025 9:04:37 AM Signed: 11/14/2025 9:04:45 AM

Signer Events	Signature	Timestamp
Accepted: 11/14/2025 9:04:37 AM ID: 47264e2c-74bd-41e8-8425-431e234bf200		
Erica Haber erica.haber@nashville.gov Security Level: Email, Account Authentication (None)	<i>Erica Haber</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 11/14/2025 9:04:49 AM Viewed: 11/14/2025 11:59:34 AM Signed: 11/14/2025 12:00:39 PM
Electronic Record and Signature Disclosure: Accepted: 11/14/2025 11:59:34 AM ID: b3c6db0e-e206-4fe3-896a-e7408be106f2		
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 11/14/2025 12:00:43 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Jan Harvey jan.harvey@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/7/2025 11:47:05 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Justin Acord justin.acord@cogentinfo.com Executive Vice President Cogent Infotech Corporation Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/11/2025 11:21:52 AM Viewed: 11/11/2025 2:16:46 PM
Electronic Record and Signature Disclosure: Accepted: 11/11/2025 8:57:27 AM ID: f6b674e7-5017-4bd7-b82a-7dfd0fa1d412		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 11/10/2025 4:07:35 PM ID: 7f24e6e5-44b6-4338-be69-6d929b0da8a4		

Carbon Copy Events	Status	Timestamp
Jeremy Frye jeremy.frye@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/3/2025 1:19:29 PM ID: c8b64a03-4037-4339-96c4-10f36c46343a		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Terri Ray terri.ray@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/7/2025 11:47:05 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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