Contract Amendment Abstract

Contract Amendment Information Contract Title: Duperon, EnviroMix, Xylem Sanitaire, and Shand & Jurs Products, Parts and Services Amendment Summary: Amend clause 7.1 Proof of Insurance to remove the requirement to identify the project name, RFQ or Contract number on the ACORD document. Remove and replace Exhibit A Pricing to reflect product availability changes. Amendment Number: 1 Request Number: A2026032 Contract Number: 6546420 Type of Contract: IDIQ Contract Requires Council Legislation: Yes High Risk Contract (Per Finance Department Contract Risk Management Policy): No Sexual Harassment Training Required (per BL2018-1281): Yes Contract Start Date: 04/04/2024 Contract Expiration Date: 04/03/2029 Contract Term: 60 Months Previous Estimated Contract Life Value: \$10,000,000.00 Amendment Value: \$0.00 Fund: 67331 New Estimated Contract Life Value: \$10,000,000.00 *Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels) Payment Terms: Net 15 Selection Method: Sole Source Procurement Staff: Jan Harvey BAO Staff: Jeremy Frye Procuring Department: Water Services Department(s) Served: Water Services **Prime Contractor Information** Prime Contracting Firm: The TDH Company, LLC ISN#: 1205 Address: 3225 Shallowford Road, Suite 410 City: Marietta State: GA Zip: 30062 (select/check Prime Contractor is a Certified/Approved: SBE X SDV MBE WBE LGBTBE if applicable) Prime Company Contact: Clint Curl Email Address: ccurl@tdhco.com Phone #: 770-590-1808 Prime Contractor Signatory: Clint Curl Email Address: ccurl@tdhco.com **Business Participation for Entire Contract** Small Business and Service Disabled Veteran Business Program: SBE/SDV Participation Percent, if applicable: 100% Amount: TBD 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: 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 6546420 BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND THE TDH COMPANY, LLC

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 THE TDH COMPANY, LLC located in MARIETTA, GA.

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 APRIL 4, 2024, Metro Contract numbered 6546420, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

- 1. 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."
- 2. Remove and replace Exhibit A Pricing to reflect product availability changes.

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

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Metropolitan Clerk

		Amendment Number
THE METROPOLITAN GOVERNMENT ON NASHVILLE AND DAVIDSON COUNTY	DF	CONTRACTOR
APPROVED AS TO PROJECT SCOPE:		
		The TDH Company
Scott Potter	$\forall \vee$	Company Name
Dept. / Agency / Comm. Head or Board Chair.	Dept. Fin.	P/C>
APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:		Signature of Company's Contracting Officer
		Clint R Curl
	<i>(</i> 0 - 0	Officer's Name
Dennis Rowland	Scc	President
Purchasing Agent	Purchasing	Officer's Title
APPROVED AS TO AVAILABILITY OF FU	JNDS:	
Jenneen Red Mal	ac	
Director of a mariet	BA	
APPROVED AS TO FORM AND LEGALIT	TY:	
Hannalı Exitlin	В	
Metropolitan Attorney	Insurance	
Metropolitan Mayor	COO	
ATTESTED:		

Contract Number 6546420

Exhibit A - Pricing

Contract 6546420

Manufacturer	Discount off List Price
Duperon	5%
EnviroMix	5%
Sanitaire	5%
Shand & Jurs	5%
Xylem/Evoqua Water Technologies (including Envirex and	
DAVCO products)	5%

LABOR RATES FOR SERVICE

Hourly Labor Rate (Normal Business Hours 7:00 AM -	
05:00 PM - Monday Thru Friday	\$280.00
Hourly Labor Rate (Outside normal Business Hours 5:00 PM	
- 07:00 AM - Monday Thru Friday including weekends and	
METRO Observed Holidays)	\$390.00
Hourly Emergency Service (labor rate for work performed during regular Metro business hours) Mon Friday 07:00 AM - 05:00 PM - on site within (1.5) hours	\$460.00
Hourly Emergency Service (labor rate for work between 5 p.m. & 7 a.m., on a weekend day, or on a holiday) - On-site within (1.5) hours.	\$460.00

Travel expenses are included in hourly rates shown above.

Escalation/De-Escalation is capped at 6% annually and must be support by the Consumer Price Index (CPI)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

3/1/2026

DATE (MM/DD/YYYY) 2/27/2025

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

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

tilis cei	uncate does not comer rights to the certificate holder in fied of st	ich endorsement(s).		
PRODUCER	Lockton Companies, LLC	CONTACT NAME:		
	Three City Place Dr., Ste. 900	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	St. Louis MO 63141-7081	E-MAIL ADDRESS:	_	
(314) 432-0500 midwestcertificates@lockton.com		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Illinois Union Insurance Company	7	27960
INSURED 1528547 The TDH Company GA, LLC 3225 Shallowford Road, Suite 410 Marietta, GA 30062	The TDH Company GA, LLC	INSURER B: Federal Insurance Company		20281
	3225 Shallowford Road, Suite 410	INSURER C: Certain Underwriters at Lloyd's, Lond	lon	
	Marietta, GA 30062	INSURER D :		
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: 21126278 REVISION NUMBER: XXXXXXX

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	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	N	APC G47452636 002	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	POLICY PRO- JECT X LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
В	AUTOMOBILE LIABILITY	Y	N	(25) 7362-65-82	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT \$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXX
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident) \$ XXXXXXX
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ XXXXXX
							\$ XXXXXXX
Α	X UMBRELLA LIAB X OCCUR	N	N	XOO G47452648 002	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE \$ 10,000,000
	DED X RETENTION\$ 10,000						\$ XXXXXXX
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N	(26) 7175-12-36	3/1/2025	3/1/2026	X PER OTH- STATUTE ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT \$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
С	Professional Liability	N	N	HPL24-0801	3/1/2025	3/1/2026	Each Claim: \$2,000,000 Aggregate: \$2,000,000 Retention: \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
RE: Project: Duperon, EnviroMix, Xylem Sanitaire, and Shand & Jurs Products, Parts and Services - Sole Source 6546420. See page two.

CERTIFICATE HOLDER	CANCELLATION

21126278

Purchasing Agent Metropolitan Government of Nashville and Davidson County Metro Courthouse Nashville, TN 37201 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, ITS OFFICIALS, OFFICERS, EMPLOYEES AND VOLUNTEERS are included as additional insureds if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy.

ACORD 25 (2016/03) Certificate Holder ID: 21126278

A2026032

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? Stephanie Belcher

What is your department? Water Services

What is your email address? stephanie.belcher@nashville.gov

What is your phone number? (615) 862-4513

What is the number of the contract

being amended?

6546420

What is the title of the contract being

amended?

Duperon, EnviroMix, Xylem Sanitaire, and Shand & Jurs Products. Parts and Services

What is this amendment number?

1

Supplier Information

Who is the supplier? The TDH Company

What is the supplier's address? 3225 Shallowford Road, Suite 410

Marietta, GA, 30062

Is the supplier registered in iSupplier?

Yes

If yes, what is the supplier's ISN? 1205

Who is contract signatory for the

supplier?

Clint Curl

What is the supplier contract signatory's email address?

ccurl@tdhco.com

What is the supplier contract signatory's phone number?

(770) 590-1808

Amendment Information

Select all that apply & upload supplemental information as appropriate.

Will this amendment change the duration of the existing contract?

No.

Will this amendment change the value of the existing contract?

No.

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

Yes.

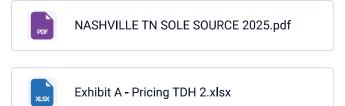
If yes, briefly explain the revised scope of work including any subcontractor changes that may be necessary.

Adds Xylem/Evoqua Water Technologies which includes Envirex and DAVCO products. Distribution relationship has changed. Southern Company was the previous area representative for these products (Contract 6469119) but now The TDH Company is the representative. Product lines will be removed from Southern Company under separate amendment.

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

Yes.

Upload changes to terms & conditions, including redlines as appropriate.



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

This amendment does NOT change terms & conditions. If I select "no" as the value, the option to attach files does not populate.

Financial & Accounting Information

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

Prior to submiting 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?

67331

What is the business unit (BU) number 65558020 for this purchase?

What is the object account number for 503600 this purchase?

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



Sole Source Letter
Davco & Envirex Products®

April 11, 2025

RE: Sole Source – Authorized Manufacturer's Distributor Letter

To John Barnett, P.E.

This letter is to confirm that Xylem\Evoqua Water Technologies is the proprietary manufacturer and provider of all DAVCO & Envirex® products. The TDH Company is an exclusive authorized representative for the sale of DAVCO & Envirex® products and systems for municipal wastewater treatment facilities in Nashville, TN.

If you have any questions, please feel free to give me a call.

Sincerely,

Fergus Robinson

Regional Sales Rep "Southeast"

M: 229-526-0938

Fergus.Robinson@xylem.com



Amendment Request Review

,Reviewed By:	Gary C. Clay	Department:	Water
Contract #:	6546420	Unique ID No.	
Contractor Name:	The TDH Company	Contract Description:	Duperon, EnviroMix, Xylem Sanitaire, and Shand & Jurs Products, Parts and Services
Amendment No:	1	Amendment Amount:	0
Recommendation:	Approve		

Review:

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

- Amendment will modify the scope of work of the contract adding products.
- Amendment is within the scope of the contract.
- Amendment has no impact on the contract term.
- Amend clause 7.1 Proof of Insurance to remove the requirement to identify the Contract number on the ACORD document.
- Amendment **modifies Exhibit A** of the contract adding Xylem/Evoqua Water Technologies which includes Envirex and DAVCO products

Based on the above, amendment is recommended.



Amendment Request Signature Form

Amendment Number	A2026032
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 Kowland	9/23/2025 2:59 PM CDT
Dennis Rowland	Date Signed
Purchasing Agent & Chief Procurement Officer	



RESOLUTION NO. RS2024 - 347

A resolution approving a contract between the Metropolitan Government of Nashville and Davidson County and The TDH Company, LLC for the provision of Duperon, EnviroMix, Xylem Sanitaire, and Shand & Jurs products, parts and services for the Central Water Reclamation Facility.

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

WHEREAS, the Purchasing Agent determined that the services to be provided by The TDH Company, LLC. meet the requirements for the use of a sole source contract; and,

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

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

Section 1: That the Contract between The Metropolitan Government of Nashville and Davidson County and The TDH Company, LLC, attached hereto and incorporated herein, is hereby approved.

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

RECOMMENDED BY:	INTRODUCED BY:
Michelle A. Hernandez Lane	Delistica D. Portubield
Michelle Hernandez-Lane Purchasing Agent	Afr
APPROVED AS TO AVAILABILITY OF FUNDS:	
	Members of Council
Levin (rumbo/mju	
Kevin Crumbo	
Director of Finance	
APPROVED AS TO FORM AND LEGALITY:	

tara ladd

Tara ladd
Assistant Metropolitan Attorney

Contract Information
Contract & Solicitation Title: Duperon, EnviroMix, Xylem Sanitaire, and Shand & Jurs Products, Parts and
Services
Contract Summary: Contractor agrees to provide Duperon, EnviroMix, Xylem Sanitaire, and Shand & Jurs
Products, Parts and Services
Contract Number: 6546420 Solicitation Number: N/A Requisition Number: SS2023183
Replaces Expiring or Expired Contract? (Enter "No" or Contract No and Expiration Date): No
Type of Contract/PO: IDIQ Contract Requires Council Legislation: Yes
High Risk Contract (Per Finance Department Contract Risk Management Policy): No
Sexual Harassment Training Required (per BL2018-1281): Yes
Estimated Start Date: 03/06/2024 Estimated Expiration Date: 03/05/2029 Contract Term: 60 Months
Estimated Contract Life Value: \$10,000,000.00 Fund:* 67331 BU:* 65558020
(*Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)
Payment Terms: Net 15 Selection Method: Sole Source Procurement Staff: Terri Ray BAO Staff: Jeremy Frye
Procuring Department: Water Services Department(s) Served: Water Services
Prime Contractor Information
Prime Contractor Information Prime Contractor Information ISN#: 1205
Address: 3225 Shallowford Road, Suite 410 City: Marietta, State: GA Zip: 30062
Prime Contractor is a Certified/Approved: SBE X SDV MBE WBE LGBTBE if applicable)
Prime Company Contact: Clint R Curl Email Address: ccurl@tdhco.com Phone #: 770-590-1808
Prime Contractor Signatory: Clint R Curl Email Address: ccurl@tdhco.com
Business Participation for Entire Contract
Small Business and Service Disabled Veteran Business Program: SBE/SDV Participation
Amount: TBD Percent, if applicable: 100%
Equal Business Opportunity (EBO) Program: Program Not Applicable
MBE Amount: N/A MBE Percent, if applicable: N/A
WBE Amount: N/A WBE Percent, if applicable: N/A
Federal Disadvantaged Business Enterprise: No
Amount: N/A Percent, if applicable: N/A
Note: Amounts and/or percentages are not exclusive. B2GNow (Contract Compliance Monitoring): No
Summary of Offer
Offeror Name MBE WBE SBE SDV LGBTBE Score Evaluated Cost Result
(check as applicable) (RFP Only)
The TDH Company, LLC X N/A N/A Approved Sole Source Form
Select from the Following:
Select from the Following:



Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** (METRO) and **The TDH Company, LLC** (CONTRACTOR) located at **3225 Shallowford Road, Suite 410, Marietta, GA 30062**, resulting from an approved sole source signed by Metro's Purchasing Agent (made a part of this contract by reference). This Contract consists of the following documents:

- Any properly executed contract amendment (most recent with first priority),
- This document, including exhibits,
 - Exhibit A Pricing
 - Exhibit B Affidavits
- Purchase Orders (and PO Changes),

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

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

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide Duperon, EnviroMix, Xylem Sanitaire, and Shand & Jurs Products, Parts and Services.

2.2. Delivery and/or Installation.

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

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

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

3. CONTRACT TERM

3.1. Contract Term

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

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of \$10,000,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

4.2. Other Fees

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

4.3. Payment Methodology

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

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

4.4. Escalation/De-escalation

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

4.5. Electronic Payment

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

4.6. Invoicing Requirements

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

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

4.7. Subcontractor/Subconsultant Payments

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

5.3. Notice

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

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

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

6.2. Nondiscrimination Requirement

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

6.3. Equal Business Opportunity (EBO) Program Requirement

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

6.4. Covenant of Nondiscrimination

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

6.5. Americans with Disabilities Act (ADA)

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

7. INSURANCE

7.1. Proof of Insurance

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

7.2. Products Liability Insurance

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

7.3. Automobile Liability Insurance

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

7.4. General Liability Insurance

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

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.

7.6. Such insurance shall:

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

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

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

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

7.7. Other Insurance Requirements

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

PROCUREMENTCOI@NASHVILLE.GOV

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

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

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

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

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

8. GENERAL TERMS AND CONDITONS

8.1. Taxes

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

8.2. Warranty

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

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

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

8.3. Software License

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

8.4. Confidentiality

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

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

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

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

8.5. Information Ownership

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

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

8.6. Information Security Breach Notification

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

8.7. Virus Representation and Warranty

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

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

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

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

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

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

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:
 - The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
 - The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
 - The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

8.9. Maintenance of Records

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

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

8.10. Monitoring

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

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

8.11. METRO Property

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all goods, records, reports, information , data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR of any of its subcontractors; and, all other original works of authorship, whether created by METRO, CONTRACTOR or any of its subcontractors embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to Metro. Contractor and its subcontractors grant Metro a non-exclusive, perpetual, worldwide, fully paid up, royalty- free license, with rights to sublicense through multiple levels of sublicenses, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

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

8.12. Modification of Contract

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

8.13. Partnership/Joint Venture

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

8.14. Waiver

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

8.15. Employment

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

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

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

8.16. Compliance with Laws

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

8.17. Iran Divestment Act

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

8.18. Boycott of Israel

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

8.19. Taxes and Licensure

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

8.20. Ethical Standards

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

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

8.21. Indemnification and Hold Harmless

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

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

8.22. Attorney Fees

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

8.23. Assignment--Consent Required

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

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

PRG@NASHVILLE.GOV (Preferred Method)

OR

METRO'S PURCHASING AGENT PROCUREMENT DIVISION DEPARTMENT OF FINANCE PO BOX 196300

NASHVILLE, TN 37219-6300

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

8.24. Entire Contract

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

8.25. Force Majeure

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

8.26. Governing Law

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

8.27. Venue

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

8.28. Severability

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

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Contract Number: 6546420

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

PURCHASING AGENT

PROCUREMENT DIVISION

DEPARTMENT OF FINANCE

PO BOX 196300

NASHVILLE, TN 37219-6300

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: The TDH Company, LLC

Clint R Curl Attention:

3225 Shallowford Road Suite 410, Marietta, GA 30062 Address:

678-983-6795 Telephone:

N/A Fax:

ccurl@tdhco.com E-mail:

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

Designated Agent: TN Secretary of State

N/A Attention:

312 Rosa L. Parks Avenue, 7th Floor Nashville, TN 37243-1102 Address:

revenue.support@tn.gov Email:

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Notices & Designations Department & Project Manager

Contract Number	6546420
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The primary DEPARTMENT/AGENCY responsible for the administration of this contract is:

DEPARTMENT	Water Services
Attention	Stephanie Belcher
Address	1600 2nd Avenue North, Nashville, TN 37208
Telephone	615-862-4513
Email	stephanie.belcher@nashville.gov

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

Project Manager	John Barnett
Title	Engineer 3
Address	1700 D 3rd Avenue North, Nashville, TN 37208
Telephone	615-719-2488
Email	john.barnett@nashville.gov

Appendix Z - Contract Administration

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

Vendor Performance Management Plan

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

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

Amendment

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

Escalation

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

Contract Close Out - Purchasing

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

Contract Close Out - BAO

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

Best Practices

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

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

 $\textbf{Contract Number} \, \underset{----}{\underline{6546420}}$

Effective Date

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

THE METROPOLITAN GOVERNMENT (NASHVILLE AND DAVIDSON COUNTY	OF	CONTRACTOR:
APPROVED AS TO PROJECT SCOPE:		The TDH company
		Company Name
Scott Potter Dept / Agency / Comm. Head or Board Chair.	Dept Fin.	C/000
Dept / Agency / comm. Head of Board Chair.	рерстіп.	Signature of Company's Contracting Officer
APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:	I	
		Clint R curl
Michelle a. Hernandez lane	Rec	Officer's Name
Purchasing Agent	Purchasing	D. schools
APPROVED AS TO AVAILABILITY OF F	UNDS:	P rtner Officer's Title
Levin Crumbo/Ho	ac	
Director of Finance	ВА	
APPROVED AS TO FORM AND LEGALI	TY:	
tara ladd	BC	
Metropolitan Attorney	Insurance	,
FILED BY THE METROPOLITAN CLERI	К:	
Metropolitan Clerk	APR 04:	2024

Exhibit A - Pricing

Contract 6546420

Manufacturer	Discount off List Price
Duperon	5%
EnviroMix	5%
Sanitaire	5%
Shand & Jurs	5%

LABOR RATES FOR SERVICE

Hourly Labor Rate(Normal Business Hours 7:00 AM -	
05:00 PM - Monday Thru Friday	\$280.00
Hourly Labor Rate (Outside normal Business Hours 5:00 PM - 07:00 AM - Monday Thru Friday including weekends and	
METRO Observed Holidays)	\$390.00
Hourly Emergency Service (labor rate for work performed during regular Metro business hours) Mon Friday 07:00 AM - 05:00 PM - on site within (1.5) hours	\$460.00
Hourly Emergency Service (labor rate for work between 5 p.m. & 7 a.m., on a weekend day, or on a holiday) - On-site within (1.5) hours.	\$460.00

Travel expenses are included in hourly rates shown above.

Escalation/De-Escalation is capped at 6% annually and must be support by the Consumer Price Index (CPI)

Affidavits

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

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

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

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

Covenant of Nondiscrimination: Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows:

To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government;

- To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts;
- Not to otherwise engage in discriminatory conduct;
- To provide a discrimination-free working environment;
- That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption;
- That the Covenant of Nondiscrimination shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and
- That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070

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

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

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/library/2022/ List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_with%20NY05.04.22.pdf **Sexual Harassment:** Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees:

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

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

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

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

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

And Further Affiant Sayeth Not: Organization Name: The TDH Company	
organization Name.	
Organization Officer Signature: Clint Curl	
Name of Organization Officer: Clint Curl	
Title: Partner	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/12/2024

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

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

PRODUCER	SONNY HALL INSURANCE AGENCY, INC.	NAME: Deborah Beauchamp			
	STATE FARM INSURANCE COMPANIES 2275 SHALLOWFORD ROAD	PHONE (A/C, No, Ext): 770-926-4655 FAX (A/C, No): 770-591-05 E-MAIL ADDRESS: deborah@sonnyhall.com			
STATE PARM	MARIETTA, GEORGIA 30066	INSURER(S) AFFORDING COVERAGE INSURER A : State Farm Fire and Casualty Company		NAIC #	
INSURED	THE TDH COMPANY LLC 3225 SHALLOWFORD RD STE 410 MARIETTA GA 30062-7000	INSURER B : State Farm Mutual Automobile Insurance INSURER C : INSURER D : INSURER E : INSURER F :	e Company	25178	

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		SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	GENERAL LIABILITY	Υ	Υ	91-GD-Z279-4	02/08/2024	02/08/2025	EACH OCCURRENCE	\$	1,000,000
	X COMMERCIAL GENERAL LIABILITY		لسيا				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	5,000
							PERSONAL & ADV INJURY	\$	1,000,000
							GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	2,000,000
	X POLICY PRO- JECT LOC						BUSN PROPERTY	\$	117,800
В	AUTOMOBILE LIABILITY	Υ	Υ	279 4851-C26-11	09/26/2023	09/26/2024	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO	- 82					BODILY INJURY (Per person)	\$	
	X ALL OWNED X SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								\$	
Α	X UMBRELLA LIAB X OCCUR	Υ	Υ	91-GN-W139-8	10/07/2023	10/07/2024	EACH OCCURRENCE	\$	4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
	DED RETENTION\$							\$	
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			91-J5-J139-7	01/19/2024	01/19/2025	WC STATU- OTH- TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	Υ	5. 55 5.55 .	0111012021	0111012020	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)	N/A	Υ				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, ITS OFFICIALS, OFFICERS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSUREDS PER GENERAL LIABILITY ADDITIONAL INSURED ENDORSEMENT AND AUTOMOBILE LIABILITY ADDITIONAL INSURED ENDORSEMENT. CONTRACT NUMBER 6546420

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

Deborah Beauchamp

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



s	S#:SS2023183
Date Received:	June 8, 2023
orm and supporti	ing documentation.

Send an email to PRG@nashville.gov and attach completed sole source fo

Proposed supplier MUST be Registered in iProcurement
Date: 6/8/2023 Requesting Department/Agency/Commission: Water Services
Requesting Official: Stephanie Belcher Telephone #: 615-862-4513 This is for a multi-year contract.
Product/Service Description: Contract for Duperon, EnviroMix, Xylem Sanitaire, and Shand & Jurs Products, Parts and Services
Total Purchase (Enter the value for the entire contract life) Price: \$10,000,000
BU Number: 65558020 Fund #: 67331 Object Account: 503600 Any Other Accounting Info:
Proposed Supplier: The TDH Company Proposed Supplier Contact: Clint Curl
Supplier Address: 1230 Johnson Ferry Road, H-30 City: Marietta ST: GA Zip: 30068
Supplier Telephone #: 770-509-1808 Supplier Email: ccurl@tdhco.com
Metro Code: 4.12.060 Sole Source Procurement.

promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)

R4.12.060.02 Conditions for Use of Sole Source Procurement.

Other, see explanation below

If Other, Explain Reguest: Metro Water Services has the products listed above at its Central Water Reclamation Facility. Duperon - Screening in the new headworks building, EnviroMix - Large Bubble Mixing in effluent primaries and aeration influent, Xylem Sanitaire - Fine bubble aeration, Shand & Jurs - Flare at Biosolids. Only OEM parts and products are compatible with existing equipment. The TDH Company is the sole source for these products in Tennessee. The Department requests an initial 5-year term with one additional optional 5 year term.

Signatures will be gotten by Procurement in Docu	Sign
Department Requester's Initials:	
Requesting Department Director's Signature of Approval:	Amanda Deston-Moyer
Date: 6/8/2023 10:40 AM PDT	

ç	SS2023183 SS #:			
Date Received:		8,	2023	

To be completed by the Procurement Division attached Vetting & Research Needed; Date Requested by Purchasing Agent			
multi-year contract ☑ Sole Source is Approved for:			
□ Sole Source is Denied (See determination summary for denial reason)			
PURCHASING AGENT:	Date:	5/27/2023	3:18 P





Xylem Water Solutions USA, Inc. Sanitaire Products

247 W. Freshwater Way Milwaukee, WI 53204 Tel 414-216-4174

May 24, 2023

RE: Sole Source - Authorized Manufacturer's Distributor Letter

To John Barnett, P.E.:

This letter is to confirm that Xylem Water Solutions is the proprietary manufacturer and provider of all SANITAIRE® diffused aeration equipment and replacement parts. The TDH Company is the exclusive authorized representative for the sale of Xylem SANITAIRE® products and systems for municipal water and wastewater treatment facilities in Nashville, TN.

Please us know if there are any questions or concerns.

Sincerely,

Joseph Ouellette Territory Manager M: 414-216-4174

Joseph.ouellette@xylem.com

Jany Dullto



May 23, 2023

John Barnett, P.E. Metro Water Services 1700 3rd Ave N Nashville, TN 37208

Re: EnviroMix Inc. Equipment and Solutions

John,

This letter is written to confirm that the TDH Company is the only provider of EnviroMix Equipment in your area. Please direct any requests and purchase orders to:

Clint Curl
The TDH Company
3225 Shallowford Rd, Suite 410 | Marietta, GA 30062
P 770.509.1808 | C 678.983.6795

We look forward to supporting you on your future projects.

Best Regards,

Freddy Kade, P.E., M.S Director of Regional Sales

Tel: (414) 949-6391 fkade@enviro-mix.com



Jan 1, 2023

Subject: Duperon Products, Parts, and Service for E. TN, AL & GA

To: John Barrett, P.E. Metro Water Services

The intent of this letter is to confirm that Duperon Corporation® and its representative agency, The TDH Company are the sole source for Duperon® branded equipment, service parts and associated accessories for the entire states of E. Tennessee, Alabama, and Georgia. These products and parts are patented by Duperon Corporation and are not made under license or other arrangement by any other manufacturer.

If you have any further questions or concerns, please do not hesitate to contact us at 800.383.8479

Best regards,

Mark Hickok

Mark Hickar

mhickok@duperon.com

Regional Sales Manager (989)412-0289

cc: Ron Clor; rclor@duperon.com











June 5, 2023

Subject: Sole Source Letter



To John Barnett, P.E.:

This letter is to confirm that GPE Controls Inc, dba Shand & Jurs is the proprietary manufacturer and provider of all Shand & Jurs equipment and replacement parts. The TDH Company is the exclusive authorized representative in Nashville, TN for Shand & Jurs, an L&J Technologies Company in the Municipal Market.

Sincerely,

Michael Landato

Muhael Landato

Shand & Jurs, An L&J Technologies Company

Director of Sales and Marketing

5911 Butterfield Rd.

Hillside, IL 60162

708-236-6000 ext. 161

mlandato@ljtechnologies.com

Sole Source Review

Reviewed By:	Zak Kelley		
Recommendation:	Approve	Department:	MWS
Supplier:	TDH Company	Pricing:	\$10,000,000.00
Description:	Duperon, Enviromix, Xylem Sanitare,	Method:	Five-Year Contract
	Shand & Jurs Products, Parts, & Services		

Procurement Code: MC 4.12.060

Procurement Regulations: R4.12.060.05 - Other

Department Justification: See Request.

Review: Under section R4.12.060.02(a) of the procurement regulations, a contract may be awarded without competition when only a single supplier is available to provide the good/service.

This is a request to sole source products, parts & services for the following manufacturers from TDH Company:

- Duperon
- Enviromix
- Xvlem
- Sanitaire
- Shand & Jurs

The department asserts – and the manufacturers verify via email – that only TDH Company may provide products, parts, & services for the referenced manufacturers.

A sole source is recommended pursuant to R4.12.060.02(a).

NOTE: Because the proposed supplier is the only source for the necessary good/service, a contract term beyond five years may be in the best interest of Metro.

Certificate Of Completion

Envelope Id: 7A353CBAE5FD499DA4495683A6293E16

Subject: Metro Contract 6546420 with The TDH Company LLC (Water Services)

Source Envelope:

Signatures: 10 Document Pages: 30

Initials: 4 Certificate Pages: 18

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Envelope Originator:

Status: Sent

Procurement Resource Group

730 2nd Ave. South 1st Floor Nashville, TN 37219

prg@nashville.gov

IP Address: 170.190.198.185

Record Tracking

Status: Original

3/5/2024 2:41:55 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Procurement Resource Group

prg@nashville.gov

Pool: StateLocal

Pool: Metropolitan Government of Nashville and

Signature Adoption: Uploaded Signature Image

Using IP Address: 170.190.198.185

Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.192

Davidson County

Location: DocuSign

Location: DocuSign

Signer Events

Gary Clay

Gary.Clay@nashville.gov Asst. Purchasing Agent

Security Level: Email, Account Authentication

(None)

Signature

SCC

Timestamp

Sent: 3/5/2024 4:27:15 PM Viewed: 3/5/2024 4:30:30 PM Signed: 3/5/2024 4:30:38 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tony Vlascic

Tony.Vlascic@nashville.gov

Security Level: Email, Account Authentication

(None)

TV

Sent: 3/5/2024 4:30:41 PM Viewed: 3/6/2024 8:56:57 AM

Signed: 3/6/2024 8:57:34 AM

Electronic Record and Signature Disclosure:

Accepted: 3/6/2024 8:56:57 AM

ID: 02322e6c-99b8-42a8-ba2f-2ea71b6dd98c

Alla Cross

alla.cross@nashville.gov

Security Level: Email, Account Authentication

(None)

alla (ross

Sent: 3/6/2024 8:57:38 AM

Viewed: 3/6/2024 10:33:21 AM

Signed: 3/6/2024 10:33:41 AM

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

Electronic Record and Signature Disclosure:

Accepted: 3/6/2024 10:33:21 AM

ID: 3cd2b29c-3fe9-4206-b924-9eda2ad6b07c

Clint R Curl

ccurl@tdhco.com

Partner

The TDH Company

Security Level: Email, Account Authentication

(None)

Signature Adoption: Drawn on Device Using IP Address: 166.199.100.135

Signed using mobile

Electronic Record and Signature Disclosure:

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Signed: 3/7/2024 5:31:56 AM

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Michelle A. Hernandez Lane		Sent: 3/7/2024 5:31:59 AM
michelle.lane@nashville.gov	Miduelle a. Hernandez lane	Viewed: 3/8/2024 4:29:59 PM
Chief Procurement Officer/Purchasing Agent		Signed: 3/8/2024 4:32:09 PM
Metro	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 104.176.252.12 Signed using mobile	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Scott Potter		Sent: 3/8/2024 4:32:13 PM
scott.potter@nashville.gov	Scott Potter	Viewed: 3/9/2024 12:02:10 PM
Director		Signed: 3/9/2024 12:02:25 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 174.212.166.47 Signed using mobile	
Electronic Record and Signature Disclosure: Accepted: 3/9/2024 12:02:10 PM ID: e40e8b70-83d6-4d6f-b1df-7dd13e533cb4		
Kevin Crumbo/tlo	1	Sent: 3/9/2024 12:02:29 PM
talia.lomaxodneal@nashville.gov	tevin (rumbo/tlo	Viewed: 3/9/2024 5:30:36 PM
Dep Dir of Finance		Signed: 3/9/2024 5:32:00 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 136.58.18.164 Signed using mobile	
Electronic Record and Signature Disclosure: Accepted: 3/9/2024 5:30:36 PM ID: 219dbef5-eafb-485e-8973-9610d54b05c2		
Kevin Crumbo/mjw		Sent: 3/9/2024 5:32:04 PM
MaryJo.Wiggins@nashville.gov	kenin (rumbo/mjw	Viewed: 3/11/2024 9:53:48 AM
Security Level: Email, Account Authentication		Signed: 3/11/2024 9:54:21 AM
(None)	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	
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Balogun Cobb		Sent: 3/11/2024 9:54:25 AM
balogun.cobb@nashville.gov	\mathcal{BC}	Viewed: 3/11/2024 9:58:59 AM
Security Level: Email, Account Authentication		Signed: 3/11/2024 9:59:09 AM
(None)	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	
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ocusign Envelope ID: E7549616-5B65-437E-91C4-	396661615AB8	
Signer Events	Signature	Timestamp
Tara Ladd		Sent: 3/11/2024 9:59:14 AM
tara.ladd@nashville.gov	tara ladd	Viewed: 3/11/2024 10:16:08 AM
Assistant Metropolitan Attorney		Signed: 3/11/2024 10:16:20 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	
Electronic Record and Signature Disclosure: Accepted: 3/11/2024 10:16:08 AM ID: 255b9511-5ba2-4cbf-97f2-bfa1e56c5b8a		
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prg@nashville.gov		Viewed: 3/11/2024 10:24:05 AM
Metropolitan Government of Nashville and Davidso	n	
County		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Terri Ray		Sent: 3/5/2024 4:27:14 PM
Terri.Ray@nashville.gov	COPIED	
Finance Manager		
Metropolitan Government of Nashville and Davidso	n	
County		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sally Palmer	COPIED	Sent: 3/11/2024 10:16:24 AM
sally.palmer@nashville.gov	COPIED	
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 3/11/2024 8:05:14 AM ID: e01604d0-a1c1-4990-96d0-8b08d5f709e3		
	2	

COPIED

Sent: 3/11/2024 10:16:25 AM

Tara Ladd tara.ladd@nashville.gov

Assistant Metropolitan Attorney

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 3/11/2024 10:16:08 AM ID: 255b9511-5ba2-4cbf-97f2-bfa1e56c5b8a

Carbon Copy Events

Status

Timestamp

Jeremy Frye

jeremy.frye@nashville.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 3/5/2024 1:55:32 AM ID: f438bc71-b75d-42fd-913c-918e0217b6db

Stephanie Belcher

Stephanie.belcher@nashville.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 3/4/2024 2:20:12 PM

ID: 5a7d0619-eb49-4bed-aa00-5b239a3b1e28

Amber Gardner

Amber.Gardner@nashville.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 2/29/2024 8:09:04 AM

ID: cd8aa37d-a7aa-4bf0-b2b8-ccdcdcbe0adb

Kristy Vaughn

kvaughn@tdhco.com

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Austin Kyle

publicrecords@nashville.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 3/8/2024 4:11:37 PM

ID: 9cdb1c4f-db31-4e4a-bf78-e9fb45a3d712

Terri Ray

terri.ray@nashville.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Zak Kelley

Zak.Kelley@Nashville.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

John Barnett

john.barnett@nashville.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 10/16/2023 12:36:18 PM

ID: b097bba8-7e03-4688-8ebe-7ccdb334ed04

Witness Events Signature Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/5/2024 4:27:14 PM
Certified Delivered	Security Checked	3/11/2024 10:24:05 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ORIGINAL

METROPOLITAN COUNTY COUNCIL

Resolution No. RS2024-347

A resolution approving a contract between the Metropolitan Government of Nashville and Davidson County and The TDH Company, LLC for the provision of Duperon, EnviroMix, Xylem Sanitaire, and Shand & Jurs products, parts and services for the Central Water Reclamation Facility.

Introduced_	APR 0 2 2024	
Amended		
Adopted	APR 0 2 2024	
Approved_	APR 0:4:2024	
By	an Mayor	

Certificate Of Completion

Envelope Id: E1F20A2B76C84036963F9537294C54E1

Subject: Metro Contract 6546420 with The TDH Company LLC (Water Services)

Source Envelope:

Document Pages: 35

Certificate Pages: 17 Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

4/9/2024 11:46:22 AM

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

Signatures: 0 Envelope Originator:

> Procurement Resource Group 730 2nd Ave. South 1st Floor

Nashville, TN 37219 prg@nashville.gov

Status: Completed

IP Address: 170.190.198.185

Record Tracking

Status: Original Holder: Procurement Resource Group Location: DocuSign

prg@nashville.gov

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: Metropolitan Government of Nashville and Location: DocuSign

Davidson County

Signer Events Signature **Timestamp**

In Person Signer Events **Signature Timestamp**

Editor Delivery Events Status Timestamp

Agent Delivery Events Status Timestamp

Timestamp Intermediary Delivery Events Status

Certified Delivery Events Status Timestamp

Carbon Copy Events Status Timestamp

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Terri Ray

Terri.Ray@nashville.gov

Finance Manager

Metropolitan Government of Nashville and Davidson

County

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Gary.Clay@nashville.gov

Asst. Purchasing Agent

Security Level: Email, Account Authentication

(None)

Gary Clay

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tony Vlascic

Tony.Vlascic@nashville.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 4/5/2024 2:58:25 PM

ID: 8789db74-cbd9-4212-9313-ea885d22a799

COPIED

Sent: 4/9/2024 11:57:14 AM

Sent: 4/9/2024 11:57:14 AM

Sent: 4/9/2024 11:57:14 AM

Carbon Copy Events	Status	Timestamp
Alla Cross	CODIED	Sent: 4/9/2024 11:57:14 AM
alla.cross@nashville.gov	COPIED	
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 4/8/2024 9:51:40 AM ID: e0a68789-2229-4bb9-846a-bb47aec4fe6b		
Clint R Curl	COPIED	Sent: 4/9/2024 11:57:15 AM
ccurl@tdhco.com	COPIED	
Partner		
The TDH Company		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 3/7/2024 5:31:07 AM ID: c088af1c-f8a5-4ebb-bb92-a748275353c0		
Michelle A. Hernandez Lane	COPTED	Sent: 4/9/2024 11:57:15 AM
michelle.lane@nashville.gov	COPIED	
Chief Procurement Officer/Purchasing Agent		
Metro		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Scott Potter	CODIED	Sent: 4/9/2024 11:57:15 AM
scott.potter@nashville.gov	COPIED	
Director		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 4/6/2024 1:40:54 PM ID: bfb6b57e-5da7-4677-a582-6643721dd10b		
Kevin Crumbo/tlo	CORTER	Sent: 4/9/2024 11:57:15 AM
talia.lomaxodneal@nashville.gov	COPIED	
Dep Dir of Finance		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 4/9/2024 6:19:42 AM ID: 64dd7452-b005-4f2c-b0d3-bd6f2e777595		
Kevin Crumbo/mjw	CODIED	Sent: 4/9/2024 11:57:15 AM
MaryJo.Wiggins@nashville.gov	COPIED	
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 4/9/2024 10:44:16 AM ID: f03ad044-6f0e-4a57-8d45-04639807677b		
Balogun Cobb	CODIED	Sent: 4/9/2024 11:57:16 AM
balogun.cobb@nashville.gov	COPIED	
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 4/9/2024 9:58:56 AM ID: b7e68e5a-1817-4115-aaf0-4d065bd06cdc		

Carbon Copy Events	Status	Timestamp
Tara Ladd	Status	Sent: 4/9/2024 11:57:16 AM
tara.ladd@nashville.gov	COPIED	Sent. 4/9/2024 11.37.10 AW
Assistant Metropolitan Attorney		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Accepted: 4/8/2024 1:42:31 PM ID: 0e9361c0-d896-4fb6-b1a1-8411bbfcf1ae		
Sally Palmer	COPIED	Sent: 4/9/2024 11:57:16 AM
sally.palmer@nashville.gov	COPILD	Viewed: 4/9/2024 12:14:03 PM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 4/9/2024 8:18:26 AM ID: 03d5fffb-4dd6-48d5-9c94-d50059e08a73		
Tara Ladd	CORTED	Sent: 4/9/2024 11:57:16 AM
tara.ladd@nashville.gov	COPIED	
Assistant Metropolitan Attorney		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 4/8/2024 1:42:31 PM ID: 0e9361c0-d896-4fb6-b1a1-8411bbfcf1ae		
Jeremy Frye	COPIED	Sent: 4/9/2024 11:57:17 AM
jeremy.frye@nashville.gov	COPIED	
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 3/14/2024 8:19:38 AM ID: 81bda5e9-601f-479a-bf99-144bac270f1a		
Stephanie Belcher	CODIED	Sent: 4/9/2024 11:57:17 AM
Stephanie.belcher@nashville.gov	COPIED	
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 3/18/2024 2:43:54 PM ID: 579669a2-8f67-4cc1-8c9c-cf274872dc77		
Amber Gardner	COPIED	Sent: 4/9/2024 11:57:17 AM
Amber.Gardner@nashville.gov	COPILD	
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 2/29/2024 8:09:04 AM ID: cd8aa37d-a7aa-4bf0-b2b8-ccdcdcbe0adb		
Kristy Vaughn	CODIED	Sent: 4/9/2024 11:57:17 AM
kvaughn@tdhco.com	COPIED	Viewed: 4/9/2024 12:07:48 PM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Austin Kyle	COPIED	Sent: 4/9/2024 11:57:18 AM
publicrecords@nashville.gov	COLIED	
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 4/9/2024 11:54:44 AM ID: 3cb5e438-4d5d-43e0-82cd-49798b542ddb		

John Barnett

(None)

john.barnett@nashville.gov

Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure: Accepted: 10/16/2023 12:36:18 PM

ID: b097bba8-7e03-4688-8ebe-7ccdb334ed04

Carbon Copy Events Status Timestamp Terri Ray Sent: 4/9/2024 11:57:18 AM COPIED terri.ray@nashville.gov Finance Manager Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Sent: 4/9/2024 11:57:18 AM Zak Kelley **COPIED** Zak.Kelley@Nashville.gov Finance Manager Metro Nashville Government Security Level: Email, Account Authentication **Electronic Record and Signature Disclosure:** Not Offered via DocuSign

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Sent: 4/9/2024 11:57:19 AM

Witness Events Signature Timestamp Notary Events Signature Timestamp Envelope Summary Events Status Timestamps Hashed/Encrypted 4/9/2024 11:57:14 AM **Envelope Sent** Certified Delivered Security Checked 4/9/2024 11:57:19 AM Signing Complete Security Checked 4/9/2024 11:57:19 AM Completed Security Checked 4/9/2024 11:57:19 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. "eContract� 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

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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 asures, 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,

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Austin Kyle

publicrecords@nashville.gov

Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure:

Accepted: 11/3/2025 10:20:22 AM

ID: b38dec87-4313-4a02-b273-eca21d17bf49

Jeremy Frye

jeremy.frye@nashville.gov

Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure:

Accepted: 9/3/2025 1:19:29 PM

ID: c8b64a03-4037-4339-96c4-10f36c46343a

Stephanie Belcher

Stephanie.belcher@nashville.gov

Security Level: Email, Account Authentication

(None)

Carbon Copy Events Status Timestamp

Electronic Record and Signature Disclosure:

Accepted: 10/3/2025 1:49:04 PM

ID: 77125335-12d6-405a-85ee-1152e703283d

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	10/30/2025 9:12:58 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		