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Contract Abstract

Contract Information

Contract & Solicitation Title: Packaged Care Services

Contract Summary: Contractor shall provided packaged care services.

Contract Number: 6518185 Solicitation Number: N/A Requisition Number: SS2022105

Replaces Expiring or Expired Contract? (Enter "No" or Contract No and Expiration Date): 409512 (Expiration Date 10/2/2022) & 416943 (Expiration Date 10/3/2022)

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

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

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

Estimated Start Date: 01/05/2023 Estimated Expiration Date: 01/04/2028 Contract Term: 60 Months

Estimated Contract Life Value: $1,017,006.06 Fund:* 502920 BU:* 65558020

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

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: Terri Ray BAO Staff: Christopher Wood

Procuring Department: **Metro Water Services** Department(s) Served: **Metro Water Services**

Prime Contractor Information

Prime Contracting Firm: Ingersoll-Rand Industrial U.S., Inc. ISN#: 1010676

Address: 436 Harding Industrial Dr City: Nashville State: TN Zip: 37211

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

Prime Company Contact: Ryan Hardy Email Address: ryan.hardy@irco.com Phone #: 615-232-4527

Prime Contractor Signatory: John Shields **Email Address:** **john_shields@irco.com**

Business Participation for Entire Contract

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

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

Equal Business Opportunity (EBO) Program: Program Not Applicable

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

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

Federal Disadvantaged Business Enterprise: No

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

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No

Summary of Offer

Offeror Name	MBE	WBE	SBE	SDV	LGBTBE	Score (RFP Only)	Evaluated Cost	Result
	(check as applicable)							
Ingersoll-Rand Industrial U.S., Inc.	☐	☐	☐	☐	☐	N/A	N/A	Approved Sole Source Form
	☐	☐	☐	☐	☐			Select from the Following:
	☐	☐	☐	☐	☐			Select from the Following:
	☐	☐	☐	☐	☐			Select from the Following:

DEPARTMENT of FINANCE DIVISION OF PURCHASES

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PackageCARE Agreement

Ingersoll-Rand Industrial U.S., Inc., a Delaware corporation, 525 Harbour Place, Davidson, NC 28036 (hereinafter "Company") and, Metro Nashville Water Services, a division of the Metropolitan Government of Nashville and Davidson County, 1600 Second Avenue N, NASHVILLE, TN, 37208, (hereinafter "Customer") agree to this PackageCARE Agreement (this "Agreement") as follows:

1. **SCOPE.** This Agreement is for the maintenance service of the equipment set forth below (the "Equipment") for the hours of operation during the term of this Agreement (the "Hours During Contract"), at the location set forth in Exhibit D.

EQ#	Manufacturer	Model	Serial Number	Start Date	Hours/YR	Current Hours
1	IR	EH1200 EMS 3V (Central)	WCH1049473	03/03/2021	6000	3477
2	IR	EPE50 (Central)	CA4150	02/22/2011	6000	47131
3	IR	R160IE (Central)	VFF1018U11018	01/27/2011	6000	48098
4	IR	EPE50 (Central)	CA4149U11014	02/28/2011	6000	50084
5	IR	R160IE (Central)	VFF1019U11019	01/27/2011	6000	49493
6	IR	EPE50 (Central)	CA4151U11038	02/16/2011	6000	47464
7	IR	EPE50 (Central)	CA4148U11013	02/28/2011	6000	44208
8	IR	R55n (Biosol)	MOX1003339	11/01/2021	8000	0
9	IR	R160n (Biosol)	MOX1003249	11/01/2021	8000	0
10	IR	HLA400 (Biosol)	WCH1048687	11/01/2021	8000	0
11	IR	FAHLA400G (Biosol)	FA_HLA400_G	11/01/2021	8000	0
12	IR	FAHLA400H (Biosol)	FA_HLA400_H	11/01/2021	8000	0
13	IR	HLA1000 (Biosol)	WCH1048914	11/01/2021	8000	0
14	IR	FA1830IG (Biosol)	24234353	11/01/2021	8000	0
15	IR	FA1830IH (Biosol)	24234338	11/01/2021	8000	0
16	IR	HLA250 (Central-replacement)	WCH1058126	03/14/2022	6000	0
17	IR	FA490IG (Central-replaced)	HLA250FILTERG_TBD	12/01/2021	6000	0
18	IR	FA490IH (Central-replaced)	HLA250FILTERH_TBD	12/01/2021	6000	0
19	IR	EH1200FAG (Central)	EH1200FILTERG_TBD	03/03/2021	6000	3477
20	IR	EH1200FAH (Central)	EH1200FILTERH_TBD	03/03/2021	6000	3477
21	AC	Copco GA55+	API633206	01/01/2021	6000	0
22	AC	Copco FX15	ITJ386911	01/01/2021	6000	0

2. **SERVICE.** Company's service program will be performed in accordance with a Company maintenance schedule specific to the Equipment set forth above. The services will include examination, lubrication, adjustment, and repair/replacement of covered components, as further detailed on Exhibit A (the "Services"). During the Term of this Agreement, Company may either repair or replace a piece of Equipment, at its option, with a like piece of equipment having at least the same functionality. In the case of replacement of Equipment, Company shall amend the Equipment list set forth above and provide Customer with an Asset Swap Addendum to this Agreement, for execution within a reasonable period of time after Equipment replacement. Title to such replacement Equipment shall be transferred to Customer, and Customer agrees to pass title of the replaced Equipment to Company with free and clear title.

3. **PRODUCTS.** The Services to be performed on the Equipment are set forth on Exhibit A.

4. **CUSTOMER SITE REQUIREMENTS.** In order to receive the Services, Customer must provide and adhere to the site requirements for the Equipment set forth on Exhibit A.

5. **HOURS OF SERVICE.** Unless stated otherwise in Exhibit B, Company will perform the Services during regular working hours, Monday through Friday, 7:00am through 5:00pm, local time, excluding Company recognized holidays ("Regular Working Hours"). Services include calls for emergency adjustments during Regular Working Hours. A request for Service will be considered an "Emergency Adjustment Call" if it is to correct a malfunction or adjust the Equipment and requires immediate attention and is not caused by misuse, abuse, maintenance by anyone other than Company Technical Services Representatives, or other factors beyond Company's control. If Customer authorizes Service outside of Regular Working Hours, Customer will be invoiced at Company's then current premium time national billing rates, plus materials not covered by this Agreement. All other services, not covered hereunder, will be billed at Company's then current national billing rate.

6. **TERM.** This Agreement commences upon approval by all required parties and filed in the Metropolitan Clerk's Office herein known as the "Effective Date" noted in the signature block, and will continue thereafter for a period of 5 year(s) (the "Term"). In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

7. **AGREEMENT PRICE.** In consideration of the Services provided hereunder, Customer agrees to pay Company annually, totaling $159,378.55 in the aggregate for Year 1. For each year thereafter, the total amount is reflected in the table below. If additional Services are set forth in Exhibit B, Customer agrees to pay Company a down payment of $0.00 in the first invoice of Year 1 of this Agreement.

Term Year	Year 1	Year 2	Year 3	Year 4	Year 5
	$159,378.55	$164,159.90	$169,084.70	$174,157.24	$179,381.96

Customer agrees to pay, as an addition to the price herein, the amount of any current or future sales, use, excise or other tax applicable to the Services provided hereunder. Company will invoice Customer, at the beginning of each payment period, in the frequency in accordance with the payment installments set forth above. Customer will pay all invoices within thirty (30) days from the date of invoice.

The prices set forth above are based on the current location, use, site environmental conditions and Equipment condition upon the Effective Date hereof as set forth in Exhibit D. Should any of these factors change during the Term, the prices are subject to adjustment by Company.

8. **PRICE ADJUSTMENTS.** If Customer's use of the Equipment exceeds the annual hours, calculated as Hours During Contract divided by the years in the Term ("Annual Hours"), and continues to do so for a period of six (6) months, the Agreement Price herein is subject to increase by Company. Company will use the most current pricing methodology to determine the applicable price increase to the Agreement Price based on the new Annual Hours utilization rate of the Equipment.

9. **ENTIRE AGREEMENT AND AMENDMENT.** This Agreement, together with Exhibits A, B, C and D or supplements specifically referenced in this Agreement, constitutes the entire Agreement between the parties hereto and supersedes all previous communications, representations, or agreements, either oral or written, between the parties hereto, including on any purchase order, with respect to the subject matter hereof. No agreement or understanding varying or expanding this Agreement will be binding upon the parties hereto unless it is in writing and signed by a duly authorized representative of each party.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed, by its duly authorized representative. The individual executing below on behalf of Customer warrants that it is an authorized representative and has the ability to bind Customer to the terms of this Agreement. Company is not bound by the terms of this Agreement until its authorized representative has executed this Agreement in the signature block provided below.

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SIGNATURES ON FOLLOWING PAGE

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Exhibit A: Equipment Services & Site Requirements

1. **PRODUCT SERVICES.** The following services will be provided on the Equipment:

   a. **Rotary Screw Compressors.** Compressor components housed between the air and water (when applicable) inlet flanges and the air and water discharge flanges. Additionally, shipped loose Variable Frequency Drives (VFD's) supplied by Company are NOT included. Non-Company disconnects and line reactors are not covered in the scope of a rotary unit.

   b. **Type 30 Compressors.** All Tank or Base plate mounted components between the air inlet and discharge flanges are covered under this Agreement. Coverage assumes a maximum duty cycle of 70% for simplex units.

   c. **Reciprocating Compressors.** All components integral to the compressor package as supplied by Company between the inlet air & water flanges to the discharge air & water flanges. This would include component items that are removed for shipping purposes and 'reassembled' on location during installation as applicable to the compressor unit covered (ex: outboard bearing & pedestal mount, flywheel, and belt guard). Additionally 'shipped loose' items covered include Company provided inlet filter housings, pulsation bottles (where applicable), pipeline aftercooler/ separator assemblies, and Company supplied instrumentation. Shipped loose Main Drive Motor and Main Motor Starter provided by Company are covered if specifically indicated as an individual line item in Section 1 (Scope) of this Agreement. Customer supplied interconnecting piping and electrical wiring between 'shipped loose' items are NOT covered as part of this Agreement

   d. **Centrifugal Compressors.** All components integral to the compressor package as supplied by Company between the inlet air and water flanges to the discharge air & water. Additionally, 'shipped loose' items covered include Company provided inlet filter housings, bypass silencers, pipeline aftercooler/separator assemblies, check valves, and Company supplied instrumentation. Shipped loose Main Motor Starter (where applicable) provided by Company are covered if specifically indicated as an individual line item in Section 1 of this Agreement (Scope). Customer supplied interconnecting piping and electrical wiring between 'shipped loose' items as well as Main Drive Motors not supplied by Company are NOT covered as part of this Agreement.

   e. **Dryers.** Base plate mounted components between the inlet and discharge flange, in addition to the silencers, blower and heater where applicable. Covered dryer components do not include filtration.

   f. **The following items are covered only if specifically outlined in Section 1 (Scope) of this Agreement:**

   - Oil-Water Separators
   - Pace Control Valves
   - Pneumatic No-Loss Drains
   - Line Reactors
   - Inline Filters
   - Intelliflow Valves
   - Receiver Tanks
   - Cooling Towers
   - Plate & Frame Heat Exchangers
   - Dew Point Meters (non-mounted)
   - Water Filtration
   - Intelligent Energy Optimizers

2. **CUSTOMER REQUIREMENTS.** In order to receive the Services under this Agreement, Customer must provide and adhere to the site conditions listed below and detailed on Exhibit D (Site and Equipment Conditions). In the event Customer has a change in site or equipment conditions, the prices herein are subject to increase by Company.

   a. **SITE AIR QUALITY.** Site Air Quality is categorized by both the particulate and chemical conditions in the ambient air surrounding the compressor system, as well as the air where the compressor intake will be located. Company reserves the right to verify these parameters using silver and copper air quality coupon testing, analysis of the compressor condensate and other particulate measurement methods.

   b. **SITE WATER QUALITY.** In cases where water is used for cooling, the water source into the specific piece of Equipment dictates the risk rating for water quality. Therefore, if the water source is altered during the Agreement Term, Company may reassess the Agreement Price accordingly.

   c. **MOTOR CONDITION.** If this Agreement covers the unit drive motor and the motor has been previously rewound and/or cleaned, dipped, and baked, documentation for all prior work must be provided to Company prior to the start of this Agreement. Company reserves the right to test the condition of the motor prior to finalizing the Agreement Price.

Exhibit B: Additional and Modification to Terms & Conditions

The Affidavit of Company Officer signed by John Shields is attached hereto and incorporated herein by reference.

ADDITIONAL PREVENTIVE SERVICES:
The pricing of this Agreement includes Preventive Services for the unit(s) listed below. These services are defined as the parts and labor needed to periodically inspect unit performance and change lubricant and filters. Repairs and parts outside of this scope are not included in the Agreement pricing and will incur additional charges. The Preventive Services are only for the scope of service dependent on the annual operating hours specified below. If the annual operating hours increase, the price charged is subject to increase by Ingersoll Rand.

EQ#	Manufacturer	Model	Serial Number	Start Date	Hours/YR	Current Hours
1	IR	HL500 EMS (Biosolid)	347429	01/16/2008	1000	81905
2	IR	EP100 (Biosolid)	CK9210U10179	01/16/2008	1000	5060
3	IR	EP100 (Biosolid)	CK9211U10179	08/14/1995	1000	63939
4	IR	SSRHP75 (Biosolid)	CK7004U06338	09/11/2007	1000	60311
5	IR	SSRHP75 (Biosolid)	CK7003U06338	09/11/2011	1000	64362
6	IR	HLA5001HEOAA (Biosol)	WCH1046009	08/13/2020	1000	5000

MODIFICATION TO AGREEMENT SECTION 5 (HOURS OF SERVICE):
Regular hours of service for this Agreement shall be defined as 7:00 AM to 5:00 PM, Monday through Friday.

MODIFICATION TO THE AGREEMENT, SECTION 7 (AGREEMENT PRICE)
This section is deleted in its entirety and replaced with the following:
Customer is a tax-exempt entity and will provide certificate of exemption evidencing the same. Company will invoice Customer, at the beginning of each payment period, in the frequency in accordance with the payment installments set forth above. Customer will pay all invoices within thirty (30) days from the date of invoice. Customer shall not be responsible for any taxes that are imposed on Company. Furthermore, Company understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Customer.
Proper Invoice:
For an invoice to be a proper invoice, it shall set forth the following:

a) The Metropolitan Government purchase order number.
b) The name of the business organization that is cited in the Metropolitan Government purchase order.
c) The date of its preparation.
d) An identifying number to facilitate identification of the Invoice.
e) The Seller's federal identification number.
f) A description of the services provided to the Metropolitan Government.
g) No additional shipping costs or fuel surcharges.
h) The total price of the services provided to the Metropolitan Government.

MODIFICATION TO AGREEMENT SECTION 1 (GENERAL)
This section is deleted in its entirety and replaced with the following:

The Terms and Conditions outlined herein shall apply to the Services by Company of maintenance or repair work or replacement of parts thereunder. No additional or contrary terms shall be binding upon Company or Customer unless specifically agreed to in writing, and not by receipt or acknowledgment of same.

MODIFICATION TO EXHIBIT C, SECTION 4 (TAXES)
The following sentence is added to this section. All other provisions of this section remain in full force and effect.
Customer is a tax-exempt entity and will provide certificate of exemption evidencing the same. Furthermore, Company understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Customer.

MODIFICATION TO EXHIBIT C, SECTION 8 (CUSTOMER INTERFERENCE WITH PACKAGECARE SERVICES)
This section is deleted in its entirety and replaced with the following:
In the event and to the extent that Customer prevents or unreasonably delays Company from conducting the Services, and said delay is not remedied within forty-five (45) days of written notice from Company, Company's duties and obligations under this Agreement shall be automatically terminated, all without rebate to Customer and without any cost or liability of Company to Customer. In such event, to the extent permissible by Tennessee Statutory Law, Customer shall make a payment as liquidated damages (but not penalty) equal to (1) one-half (½) of the remaining amount of the Agreement Price left to be paid during the Term, or (2) the list price at the time Services were performed and parts provided minus payments made up to the date of termination, whichever is greater, to Company within thirty (30) days from the date of such termination.

MODIFICATION TO EXHIBIT C, SECTION 9 (TERMINATION)
This section is deleted in its entirety and replaced with the following:
If this Agreement is terminated by Customer prior to the end of the Term, other than for default or non-performance by Customer due to a force majeure event as defined in Section 12, to the extent permissible by Tennessee Statutory Law, Customer shall make a payment as liquidated damages (but not penalty) to Company within thirty (30) days from the date of termination of this Agreement in an amount equal to (1) one-half (½) of the remaining amount of the Agreement Price left to be paid during the Term; or (2) the list price at the time Services were performed and parts provided prior to termination of this Agreement, minus payments made up to the date of termination; whichever is greater.

MODIFICATION TO EXHIBIT C, SECTION 10 (WARRANTY DISCLAIMER)
The following is added to the beginning of Exhibit C, Section 11:
To the extent permissible by Tennessee Statutory Law.

MODIFICATION TO EXHIBIT C, SECTION 11 (LIMITATION OF LIABILITY)
(Exhibit C, Section 11) is deleted in its entirety and replaced with the following:
"To the extent permissible by Tennessee Statutory Law, the remedies of the buyer set forth herein are exclusive, and except for claims of death or bodily injury to the extent caused by Company's negligence, the total cumulative liability of the seller with respect to this contract shall not exceed the agreement price of such services or the part upon which the liability is based. "To the extent permissible by Tennessee Statutory Law, Company and its suppliers or subcontractors shall in no event be liable to the customer, any successors in interest or any beneficiary of this Agreement for any consequential, indirect, special or punitive damages arising out of this Agreement or any breach thereof, whether based upon loss of use, lost profits or revenue, interest, lost good will, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation, cost of purchase of replacement power of claims of purchaser or customer of purchaser for service interruption, whether or not such loss or damages is based on contract, warranty, negligence, indemnity, strict liability or otherwise. Likewise, Customer shall not be responsible for any consequential, incidental, indirect, special or punitive damages arising out this Agreement and breach thereof, and the liability of Customer with respect to this Agreement shall not exceed the Agreement Price of the Services.

MODIFICATION TO EXHIBIT C, SECTION 11 (FORCE MAJEURE)
Exhibit C, Section 11 is deleted in its entirety and replaced with the following:
The nonperformance by Company or Customer of their respective obligations contemplated hereunder shall be excused if such nonperformance is caused by any strike, flood, fire, accident, or other casualty, act of God, pandemic, dangerous wildlife, war, governmental restrictions, shortage of, or inability to obtain, parts or raw materials from normal sources, damage by the elements, failure of equipment, power line variations, such as voltage spikes and transients, noise, under or over voltage conditions, power outages, or any other causes, whether of the kind herein enumerated or otherwise, beyond Company's and Customer's reasonable control ("Force Majeure") and neither Company nor Customer shall have liability to the other in connection with any such nonperformance.

MODIFICATION TO EXHIBIT C, SECTION 13 (GOVERNING LAW)
Exhibit C, Section 13 is deleted in its entirety and replaced with the following:
"This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Tennessee, without application of conflict of laws principles. The waiver or failure of the Company to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder."

MODIFICATION TO EXHIBIT C, SECTION 19 (CREDIT TERMS)
Exhibit C, Section 19 is deleted in its entirety.

MODIFICATION TO EXHIBIT C, SECTION 20 (FINANCIAL CONDITION OF BUYER)
Exhibit C, Section 20 is deleted in its entirety.

ADDED TO EXHIBIT C:
The following new section and language shall be added Exhibit C:
TERMINATION FOR CAUSE:
Notwithstanding section 9 of the attached Terms and Conditions, in the event that Company is in default of its obligations to perform service hereunder and such default continues thirty (30) days after Company's receipt of written notice by Customer setting forth the specifics of such default, Customer may terminate this Agreement upon thirty (30) days written notice and its only obligation to Company hereunder shall be to pay Company the list price of the services provided to Customer up to the date of termination minus any payments already paid Company up to the date of termination.

ADDITION TO EXHIBIT C:
The following section and language is added to Exhibit C.
TEMPORARY REPLACEMENT EQUIPMENT:
Within a reasonable time after Customer's request (as determined by Ingersoll Rand) and during normal customer operational hours, Ingersoll Rand shall provide Customer with temporary replacement equipment substantially similar in operating output to the Equipment (the "Temporary Replacement Equipment") for the period of time in which Ingersoll Rand is required, through no delay caused by Customer or third party, to Service the Equipment, provided: (i) the repair cannot be reasonably accommodated during a prescheduled Customer shutdown, (ii) none of the exclusions contained in Section 6 hereof resulted in or contributed to the need or desire for the Service, (iii) the Customer's facility requires the use of compressed air during the period of the Service to meet its historical production levels; and (iv) Customer agrees to accept risk of loss and avoid encumbrances to the title of Temporary Replacement Equipment during the time such equipment is located at Customer's facility. No warranty as to the performance of the Temporary Replacement Equipment is provided herein. The output of the Temporary Replacement Equipment shall be deemed a "Service" for purposes hereof.

ADDITION TO EXHIBIT C,
The following new section and language shall be added to Exhibit C:
INDEMNIFICATION:
Company shall indemnify and hold harmless Customer and its agents, officers, directors, employees, and assigns from and against any and all liabilities, claims, losses, damages, penalties, costs or expenses (including, but not limited, to court costs and reasonable attorneys' fees) for damages to third party property or injury to persons (including but not limited to death) to the extent arising out of or due to or claimed to have arisen out of the Company's negligent acts or omissions and any proceeding based upon a claim that the equipment manufactured by the Company, and furnished under this contract, infringes any patent of the United States of America. Company's obligations under this indemnity agreement shall not extend to property damage or personal injury caused by the negligence, willful misconduct, or violation of law of by Customer or its agents, officers, directors, employees, and assigns."

ADDITION TO EXHIBIT C
The following new section and language is added to Exhibit C:
AFFIRMATIONS:
Company makes the following affirmations:
a) Taxes and Licensure. Company states that Company has all applicable licenses, including business licenses. Affiant states that Company is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. § 4.20.065.

b) Nondiscrimination. Company 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. With regard to all aspects of this contract, Company certifies and warrants it will comply with this policy. M.C.L. § 4.28.020.

c) Employment Requirement. Company declares that neither the prime, subcontractors, sub-consultants, nor providers of day laborers, employ any person who is not authorized to work in the United States. Any contractor who knowingly violates the provisions of this section is subject to debarment or suspension. M.C.L. § 4.40.060.

d) 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 bone fide established commercial selling agencies for the purpose of securing business. Company affirms that they have not retained anyone in violation of the foregoing. M.C.L. §4.48.080.

ADDITION TO EXHIBIT C,
The following new section and language shall be added to Exhibit C:
ANTI-TRUST:
"Company, in determining the prices and/or amounts of the purchase order, shall not collude with any other person, firm, corporation, or association in arriving at said prices and/or amounts or in any way violate the terms, conditions, and/or spirit of the provisions of 15 U.S.C. 1 through 7 (Sherman Anti-Trust Act)."

ADDITION TO EXHIBIT C:
The following new section and language shall be added to Exhibit C:
SEVERABILITY:
Should any provision of the purchase order 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 the Agreement."

ADDITION TO EXHIBIT C:
The following new section and language shall be added to Exhibit C:
REMEDY:
No waiver of any provision of the purchase order shall affect the right of any party thereafter to enforce such revision or to exercise any right or remedy available to it in the event of any other default.

ADDITION TO EXHIBIT C::
The following new section and language shall be added to Exhibit C:
ELECTRONIC PAYMENT:
All payments to Company shall be effectuated by ACH (Automated Clearing House).

ADDITION TO EXHIBIT C:
The following new section and language shall be added to Exhibit C:
AMERICANS WITH DISABILITIES ACT:
Company assures Customer 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 Customer. Company 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.

ADDITION TO EXHIBIT C:
The following new section and language shall be added to Exhibit C:
INSURANCE:
a) Proof of Insurance
During the term of this Contract, for any and all awards, Company 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 Customer as additional insured and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.
b) General Liability Insurance: In the amount of two million ($2,000,000.00) dollars.
c) Automobile Liability Insurance: In the amount of two million ($2,000,000.00) dollars.

d) Worker's Compensation Insurance (if applicable): Company 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.

e) Such insurance shall:

Contain or be endorsed to contain a provision that includes Customer as additional insured with respect to liability to the extent arising out of the negligent acts or omissions of Company from work or operations performed by or on behalf of Company including materials, parts, or equipment furnished in connection with such work or operations.

For any claims related to this Contract, Company's insurance coverage shall be primary insurance with respects to Customer. Any insurance or self-insurance programs covering Customer shall be in excess of Company'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 Customer as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Company.

Company 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. Company 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 Company's Workers' Compensation insurance coverage.

f) Other Insurance Requirements

Prior to commencement of services, Company shall furnish Customer 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 if requested by Customer 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 may be treated by Customer 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 Customer 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 Company's insurance) in the same manner as specified for Company. Company shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

ADDITION TO EXHIBIT C:

The following new section and language shall be added to Exhibit C:

SOFTWARE LICENSE:

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

ADDITION TO EXHIBIT C:

The following new section and language shall be added to Exhibit C:

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 Customer 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.
Company, and its Agents, for Customer, may have access to sensitive information. Company, 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 Customer information may compromise the integrity and security of Customer, violate individual rights of privacy, and/or constitute a criminal act.
Upon the request of Customer, Company shall return all information in whatever form. In the event of any disclosure or threatened disclosure of Customer information, Customer is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against Company, including but not limited to emergency and ex parte relief where available.

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

ADDITION TO EXHIBIT C:
The following new section and language shall be added to Exhibit C:
(COPYRIGHT, TRADEMARK, SERVICE MARK, OR PATENT INFRINGEMENT):
Company shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against Customer to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. Company shall further indemnify and hold harmless Customer against any award of damages and reasonable costs made against Customer by a final judgment of a court of last resort in any such suit. Customer shall provide Company 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 Company to do so. No costs or expenses shall be incurred for the account of Company without its written consent. Customer reserves the right to participate in the defense of any such action. Company 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 Customer unless approved by the Metropolitan Department of Law Settlement Committee and, where required, the Metropolitan 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 Company's obligation to satisfy the final award, Company may at its option and expense:

- Procure for Customer 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 Customer, so that they become non-infringing;
- Remove the products or discontinue the services and cancel any future charges pertaining thereto. Provided, however, that Company will not exercise the Remove option above until Company and Customer have determined that the Procure and/or Replace options are impractical.
- Company shall have no liability to Customer; 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 Company;
- 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 Customer has any direct or indirect interest by license or otherwise, separate from that granted herein.

ADDITION TO EXHIBIT C:
The following new section and language shall be added to Exhibit C:
MAINTENANCE OF RECORDS:

Company shall maintain documentation for all charges against Customer. The books, records, and documents of Company, 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. 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.
All documents forming this Contract and invoices to Customer from Company related to the performance of this Contract which are in the possession of Company shall be made available to Customer for inspection and copying upon written request from Customer. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from Customer.

ADDITION TO EXHIBIT C:
The following new section and language shall be added to Exhibit C:
MONITORING:
Company's records of activities conducted pursuant to this Contract shall be subject to monitoring and evaluation by Customer, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

ADDITION TO EXHIBIT C:
The following new section and language shall be added to Exhibit C:
CUSTOMER PROPERTY
Any Customer property, including but not limited to books, records, and equipment that is in Company's possession shall be maintained by Company in good condition and repair, and shall be returned to Customer by Company upon termination of this Contract. Customer property includes, but is not limited to, a copy of all documents which make up this Contract; all other documents furnished by Customer; all conceptual drawings, design documents, closeout documents, and other submittals by Company; and, all other original works of authorship created by Customer embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.
Except as to Contracts involving sensitive information, Company may keep one copy and the originals in its possession of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall Company use, or permit to be used, any portion of the documents on other projects without Customer's prior written authorization.
Company shall maintain sensitive information securely and if required by Customer, provide secured destruction of said information. Distribution and/or reproduction of Customer sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the Customer Chief Information Security Officer. The storage of Customer 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 Customer Chief Information Security Officer.

ADDITION TO EXHIBIT C:
The following new section and language shall be added to Exhibit C:
MODIFICATION OF CONTRACT:
This Contract may be modified only by written amendment executed by all parties and their signatories hereto.

ADDITION TO EXHIBIT C:
The following new section and language shall be added to Exhibit C:
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.

ADDITION TO EXHIBIT C:
The following new section and language shall be added to Exhibit C:
COMPLIANCE WITH LAWS:
Company agrees to comply with all applicable federal, state and local laws and regulations.

ADDITION TO EXHIBIT C:
The following new section and language shall be added to Exhibit C:
IRAN DIVESTMENT ACT:

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Company certifies that to the best of its knowledge and belief Company is not 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 Customer contracts.

ADDITION TO EXHIBIT C
The following new section and language shall be added to Exhibit C:
ISRAEL ANT-BOYCOTT ACT
In accordance with Tennessee Code Annotated Title 12, Chapter 4, Part 1 Company certifies that Company is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel.

ADDITION TO EXHIBIT C:
The following new section and language shall be added to Exhibit C:
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

ADDITION TO EXHIBIT C
The following new section and language shall be added to Exhibit C:
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 Company under this Contract, neither this Contract nor any of the rights and obligations of Company hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Said consent shall not be unreasonably denied. Any such assignment or transfer shall not release Company from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:
PRG@NASHVILLE.GOV (preferred method)
OR
METRO PURCHASING AGENT
DEPARTMENT OF FINANCE
PROCUREMENT DIVISION
PO BOX 196300
NASHVILLE, TN 37219-6300
Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment.

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Exhibit C: PackageCARE Terms & Conditions

1. **GENERAL:** The Terms and Conditions outlined herein shall apply to the Services by Company of maintenance or repair work or replacement of parts thereunder. No additional or contrary terms shall be binding upon Company unless specifically agreed to in writing, and not by receipt or acknowledgment of same.

2. **SCHEDULE DATES & DELAYS:** Schedule dates are approximate and neither party shall be liable for loss, damage, or delay due to war, riots, fire, flood, strike or other labor difficulty, pandemic, acts of civil or military authority including governmental laws, orders, priorities or regulations, acts of the other party, embargo, car shortage, damage or delay in transportation, inability to obtain necessary labor or materials from usual sources, faulty forgings or castings, or other causes beyond the reasonable control of such party. In the event of delay in performance of Services due to any such cause, the schedule dates or time for completion will be adjusted to reflect the actual time as may be necessary to properly reflect the delay. Customer's receipt of the Services shall constitute a waiver of any claims for delay.

3. **ASSIGNMENT:** Neither party will assign or transfer this Agreement without the prior written consent of the other party. Said consent will not be unreasonably withheld. In the event Customer sells all or a substantial portion of its assets to another entity (the "Successor") without Company's prior written consent, and the business previously conducted by Customer is or may be continued by the Successor, Customer shall be liable for and shall pay on demand the amount of all accounts receivable due by Successor to Company arising from the date of such sale or transfer of assets until such time as Successor and Customer execute an addendum to this Agreement assigning this Agreement and its obligations to Successor. Customer will provide said addendum for Customer and Successor signatures.

4. **TAXES:** The Agreement Price does not include any present or future Federal, state or Municipal sales, use, gross receipts, property, or other similar type tax with respect to any material, erection equipment, parts, or Services covered hereby. If Company is required by applicable law or regulation to pay or collect any such type tax or taxes on account of this transaction or the material, erection equipment, parts, or Services covered hereby, then such amount of tax shall be paid by Customer in addition to the Agreement Price.

5. **GENERAL DUTIES OF CUSTOMER:** During the term of this Agreement, Customer shall: (a) provide to Company at no cost and at the location described in Exhibit D, full, free, and safe access to the Equipment and the associated software, and a safe and adequate place in which to perform the Services. Such access and place shall include, among other things, maintenance access codes or ID's for the associated computer system; (b) designate in writing and make available to Company a Customer coordinator; (c) ensure that all Equipment is used only by personnel properly trained in the operation and use of the Equipment; (d) perform and install all diagnostic activities and routines recommended by Company prior to requesting on-site Services; (e) ensure the proper environment is maintained as set forth in Exhibit D and that Customer's personnel who have access to the Equipment are properly trained in the operation and usage of the Equipment and the associated software; and (f) provide power to the Equipment, at Customer's cost, that is suitable to operate the Equipment in a safe and reliable manner.

6. **EXCLUSIONS:** In addition to the other exclusions set forth in this Agreement, the Services provided under this Agreement do not include, among other services, the following: (a) service or repair of damage required due to any external cause, other than Company's acts, including without limitation, service or damage resulting from accidents, transportation, neglect or misuse, failure or fluctuation of electrical power, telephone equipment or communication line failure, failure of foreign interconnected equipment or other software or equipment, improper use, strikes, riots, vandalism, acts of war, nuclear disaster, or natural causes such as fire, flood, water, wind, earthquake or other Acts of God; (b) service or repairs required as a result of any repair, adjustment, modification, enhancements, update, change, maintenance or similar acts, whether made or attempted to the Equipment or the software associated with the Equipment, made by anyone other than Company or an authorized representative of Company; (c) Services resulting from the failure of Customer to continually provide a suitable environment, per the Operators Manual for the Equipment or its associated software including, but not limited to, the failure to provide Services resulting from the failure of Customer to make the Equipment available for the Services; (d) service or repairs to accessories attachments, or other equipment, machines or devices; (e) electrical work to the Equipment; (f) Services which are impractical for Company to render because of, or Services which would affect portions of the Equipment modified through, attachments or modifications to the Equipment made by persons other than Company or an authorized representative of Company without receiving Company's prior written approval; (g) service which would result in the violation of any United States federal, state or local law or regulation (including, without limitation, the Export Administration Laws) or any law or regulation governing the territory where the Equipment is located or utilized; (h) software which is operating on the Equipment; (i) service or repairs of damage required or caused by the use of the Equipment for other than ordinary use for which it was designed; (j) service or repairs of damage caused by conversion from one model to another or the installation or removal of a Company feature, whenever any of the foregoing was performed by other than Company or a Company Technical Service Representative; or (k) service or repairs of damage required or caused by electrical work, plumbing or construction of any kind external to the Equipment and or maintenance of accessories, alterations, attachments or other devices not furnished and or approved in writing by Company.

7. **CUSTOMER MODIFICATIONS; COMPANY RELEASED FROM OBLIGATIONS:** Company shall in no way be obligated to provide Services with respect to the Equipment if it contains or is affected by any installation or attachment, modification, repair or replacement or other addition or change made without the prior written consent of Company (each an "Unauthorized Modification"), and in the event that any such Unauthorized Modification is so made, then Company's duties and obligations under this Agreement shall be automatically terminated, all without rebate to Customer and without any cost or liability of Company to Customer. Company's suspension of Services as a result of any Unauthorized Modification shall not affect Customer's payment obligations hereunder.

8. **CUSTOMER INTERFERENCE WITH PACKAGECARE SERVICES:** In the event and to the extent that Customer prevents or unreasonably delays Company from conducting the Services, Company's duties and obligations under this Agreement shall be automatically terminated, all without rebate to Customer and without any cost or liability of Company to Customer. In such event Customer shall make a payment as liquidated damages (but not penalty) equal to (1) one-half (½) of the remaining amount of the Agreement Price left to be paid during the Term, or (2) the list price at the time Services were performed and parts provided minus payments made up to the date of termination, whichever is greater, to Company within thirty (30) days from the date of such termination.

9. **TERMINATION:** If this Agreement is terminated by Customer prior to the end of the Term, other than for default, Customer shall make a payment as liquidated damages (but not penalty) to Company within thirty (30) days from the date of termination of this Agreement in an amount equal to (1) one-half (½) of the remaining amount of the Agreement Price left to be paid during the Term; or (2) the list price at the time Services were performed and parts provided prior to termination of this Agreement, minus payments made up to the date of termination; whichever is greater.

10. **WARRANTY DISCLAIMER:** Company makes no performance warranty and the effects of corrosion and erosion are specifically excluded from Company's warranty. Company makes no other warranty or representation of any kind whatsoever, expressed or implied, except that of title, and all implied warranties, including any warranty of merchantability and fitness for a particular purpose, are hereby disclaimed.

11. **LIMITATION OF LIABILITY:** The remedies of Customer set forth herein are exclusive, and the liability of Company with respect to this Agreement or the Services furnished under this Agreement shall not exceed the Agreement Price of the Services upon which such liability is based. Company and its suppliers or subcontractors shall in no event be liable to Customer, any successors in interest or any beneficiary of this Agreement for any consequential, incidental, indirect, special or punitive damages arising out of this Agreement or any breach thereof, whether based upon loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation, cost of purchase of replacement power or claims of Customer or customers of Customer for service interruption, whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.

12. **FORCE MAJEURE:** The nonperformance by Company of its obligations to deliver the services contemplated hereunder shall be excused if such nonperformance is caused by any strike, flood, fire, accident, or other casualty, act of God, pandemic, dangerous wildlife, war, governmental restrictions, shortage of, or inability to obtain, parts or raw materials from normal sources, damage by the elements, failure of equipment, power line variations, such as voltage spikes and transients, noise, under or over voltage conditions, power outages, or any other causes, whether of the kind herein enumerated or otherwise, beyond Company's reasonable control ("Force Majeure") and Company shall have no liability to Customer in connection with any such nonperformance.

13. **GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance with, the internal laws of the state of North Carolina, without the application of conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. No action in law or equity arising out of this Agreement may be brought by Customer more than two years after the cause of action has first arisen. Company shall have the right to collect from Customer its reasonable expenses, including attorneys' fees, incurred in enforcing this Agreement. The waiver or failure of Company to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder. By acceptance and signing of this Agreement, Customer agrees to allow Company to send product advertisements and marketing materials via fax.

14. **NUCLEAR LIABILITY:** In the event that the services or parts furnished hereunder are to be used in a nuclear facility, Customer shall, prior to such use, arrange for insurance or governmental indemnity protecting Company against liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. **EQUIPMENT ACCESSIBILITY:** Equipment accessibility is defined as:

    a. Above Average: Existing, permanently mounted lifting equipment is adequate and no other lifting equipment is needed, no piping removal required for any parts replacements. There is a minimum of 7' around sides of unit to any obstruction or other piece of equipment. Additionally, IR technicians have access to site whenever needed and there is no need to bring additional customer personnel for work to be completed.

    b. Average: Existing, permanently mounted lifting equipment is in place, but occasional an A-Frame, ladder or other lifting device may be needed. There is minimal to no piping or other parts removal required for repairs. Prior approval is needed, but with few limitations for access to site.

    c. Difficult: Parts removal required will require at least one day of shutdown of a unit to access. There is little to no overhead lifting capability and access with portable equipment limited. Extensive training required and limited access to site without prior approval or customer personnel must be present at all times.

    d. Very Limited: No overhead lifting, access with portable equipment difficult, shutdown of units required for parts replacement of this unit as well as potentially removing structure (walls, rails, etc.) for major repairs. Extensive training required for site access and customer personnel must be present at all times.

16. **PAST DUE INVOICES:** Failure of Customer to make any payments when due, which continues for a period of thirty (30) days, shall give Company the right to discontinue service hereunder and/or terminate this Agreement. In the event that Company terminates this Agreement due to Customer nonpayment, Customer is obligated to pay the cancellation fees set forth in section 9 of Exhibit C as if it were the party terminating the Agreement. Additionally, Company may then pursue any remedies available to it by law or in equity.

17. **SITE ASSISTANCE:** Customer is responsible for providing reasonable access to the Equipment. Customer will provide, at their expense, permanent or temporary (e.g. forklift, 'A' Frame, etc.) means to facilitate the lifting of equipment components as necessitated to perform the Services. In addition, the Agreement Price is established with the assumption that one (1) Company Technical Services Representative will be performing the Services. Customer agrees to supply additional manpower where lifting assistance or 'another set of hands' is required to perform the Services.

18. **COMPANY REMOTE ASSET MONITORING:** For Equipment covered under this Agreement, remote monitoring may be required by Company to enhance response time and enable remote diagnostics. Upon written request by the Company, Customer agrees to allow the Company to install connectivity device(s) on the Equipment and transmit Equipment operational data ONLY over a cellular broadband network. Customer further agrees to allow the mounting of cellular antenna(s), either on the Equipment or on the exterior of the facility, as required to achieve communication signal strength. Company device and antenna installations shall be not be intrusive to Customer's systems, processes or aesthetics. If the necessary permission is not provided within ninety (90) days of the written notice, Company may adjust the Agreement Price at its sole discretion, to reflect higher maintenance and Agreement management costs.

19. **CUSTOMER PURCHASE ORDER:** If Customer's method of payment of the invoices under this Agreement is by purchase order, Customer is responsible for providing valid purchase orders (hereinafter "Purchase Order") to Company for the Term of this Agreement. Each Purchase Order must be valid for a minimum period of one (1) year of this Agreement. Customer must provide to Company a new Purchase Order, or an amended Purchase Order, before the expiration date of the current Purchase Order. If Customer fails to provide a new or amended Purchase Order in accordance with this section, Company will invoice Customer against the most recent Purchase Order. In this instance, Customer waives any right to dispute an invoice generated against Customer's expired Purchase Order. Customer's failure to pay an invoice generated against an expired Purchase Order pursuant to this section shall constitute a failure to make payment under Section 16 (PAST DUE INVOICES) and be subject to the terms therein. If Customer cannot issue Purchase Orders, a signed Purchase Order Acknowledgement must be provided to Company upon execution of this Agreement.

20. **CREDIT TERMS**

a. **Payment.** Customer shall pay the amounts due and owing to Company identified on each invoice in full and in accordance with the terms specified on each invoice.

b. **Invoice Disputes.** Customer shall notify Company in writing of any dispute with any invoice (along with substantiating documentation) prior to the invoice due date. Invoices for which no such timely notification is received shall be deemed accepted by Customer as true and correct. The parties shall seek to resolve all such disputes expeditiously and in good faith. Should any dispute arise with respect to any goods delivered by Company to Customer, Customer shall nevertheless pay all invoices covering goods not in dispute, without setoff, defense or counter-claim.

c. **Late Payments.** On any invoice not paid when due, Customer shall pay a late charge from the due date to the date of actual payment at the lesser of the simple interest rate of 12% per annum calculated monthly or the highest rate permissible under applicable law. Customer shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms and Conditions or at law (which Company does not waive by the exercise of any rights hereunder), Company shall be entitled to suspend the delivery of any goods if Customer fails to pay any amounts when due.

d. **Acceleration.** Should Customer fail to make any payment required hereunder, Company may, without notice, declare all obligations of Customer to Company ("Obligations") immediately due and payable, whether or not such late charges are included in any statement of account rendered by Company to Customer.

e. **No Partial Payments.** Customer irrevocably agrees that it will not, without Company's prior written consent in each instance, tender any payments for less than the full amount of the invoices to which said payment applies ("Partial Payments"). Any Partial Payments tendered by or for the account of Customer shall not extinguish or otherwise affect any unpaid portion of the subject invoices, despite any notation on or accompanying said payment such as "in full payment," "in full satisfaction," or words of similar effect.

f. **Sufficient Funds.** Customer represents that all checks issued to Company will be honored by the drawee bank, and that no checks will be so issued unless Customer then has funds on deposit in an amount sufficient to cover all checks issued by Customer. Customer acknowledges that this representation will be materially relied upon by Company in extending credit to Customer.

g. **Right to Set Off.** Any payment received by Company from Customer may be applied by Company against any obligation owing by Customer to Company, regardless of any statement appearing on or referring to such payment, without discharging Customer's liability for any additional amounts owing by Customer to Company. The acceptance by Company of such payment shall not constitute a waiver of Company's right to pursue any remaining balance. With respect to any monetary obligations of Company to Customer, including without limitation, volume rebates and advertising rebates, Company may, at any time, setoff and appropriate and apply such amounts against any sums that are, or will become, owing, due or payable to Company by Customer under these Terms and Conditions or any other agreement.

h. **Non-Discrimination.** Where applicable, the Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because of all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.

21. FINANCIAL CONDITION OF CUSTOMER

a. **Receipt of Goods While Insolvent.** In the event that Customer receives any goods from Company while Customer is insolvent (as such term is used in 2702 of the Uniform Commercial Code, United States of America), this writing and the invoices received from Company relating to such goods shall constitute Company's demand for reclamation of such goods.

b. **Withdraw of Credit Approval.** Company reserves the right before shipment of any goods ordered by Customer from Company, to require that all or a portion of the purchase price relating thereto be paid to Company, in good funds, prior to shipment.

c. **Material Adverse Change in Financial Condition.** Notwithstanding the stated due date of any obligations, all Obligations shall become immediately due and payable, without notice, in the event that Company determines there to have been a material adverse change in the financial condition or business affairs of Customer so that in Company's reasonable judgment Customer's ability to pay the Obligations has become impaired.

d. **Verification of Credit References.** Company is authorized to contact any credit references provided by Customer, and to disclose any information reasonably necessary to determine Customer's credit worthiness. Company is also authorized to obtain personal credit reports on any partner, principal, officer, or potential guarantor in determining Customer's creditworthiness. Company may also disclose any information concerning its relationship with Customer which is requested by anyone identifying themselves as an existing or potential creditor of Customer.

e. **Disclosure of Customer's Right to a Statement of Reasons for Action.** If this application is not approved in full or if any other adverse action is taken with respect to Customer's credit, Customer has the right to request within sixty (60) days of Company's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request.

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Exhibit D: Site & Equipment Conditions

Customer Name: Metro Waste Water - Central

Customer Address: 1600 Second Avenue N

City, State, Zip Code: NASHVILLE, TN, 37208

Contact Name: Taft McNeal

Customer Location (One Way): 11.0 mi

Term (Years): 5

Ambient Air Quality: Dirty

Site Availability: Regular

Machine Type	Serial	Start Date	Hours Per Year	Location	Cooling Type	Accessibility	Vibration	Rise To Surge	Overhaul (Airend)	Overhaul (Motor)
Dryer (Desiccant: Externally Heated)	WCH1049473	03/03/2021	6000	Indoors	Air Cooled	Average	Not Applicable	0	0	0
50 HP Rotary Compressor (FS-CC)	CA4150	02/22/2011	6000	Indoors	Air Cooled	Average	Rotary: <40 dbM	0	0	0
200 HP Rotary Compressor (FS-2S-CC)	VFF1018U11018	01/27/2011	6000	Outdoors	Air Cooled	Average	Rotary: <40 dbM	0	0	0
50 HP Rotary Compressor (FS-CC)	CA4149U11014	02/28/2011	6000	Indoors	Air Cooled	Average	Rotary: <40 dbM	0	0	0
200 HP Rotary Compressor (FS-2S-CC)	VFF1019U11019	01/27/2011	6000	Outdoors	Air Cooled	Average	Rotary: <40 dbM	0	0	0
50 HP Rotary Compressor (FS-CC)	CA4151U11038	02/16/2011	6000	Indoors	Air Cooled	Average	Rotary: <40 dbM	0	0	0
50 HP Rotary Compressor (FS-CC)	CA4148U11013	02/28/2011	6000	Indoors	Air Cooled	Average	Rotary: <40 dbM	0	0	0
75 HP Rotary Compressor (VSD-CC)	MOX1003339	11/01/2021	8000	Outdoors	Air Cooled	Average	Rotary: <40 dbM	0	0	0
200 HP Rotary Compressor (VSD-1S-CC)	MOX1003249	11/01/2021	8000	Indoors	Air Cooled	Average	Rotary: <40 dbM	0	0	0
Dryer (Desiccant: Heatless)	WCH1048687	11/01/2021	8000	Outdoors	Air Cooled	Average	Not Applicable	0	0	0
Inline Filter Particulate (G)	FA_HLA400_G	11/01/2021	8000	Outdoors	Air Cooled	Average	Not Applicable	0	0	0
Inline Filter Coalescing (H)	FA_HLA400_H	11/01/2021	8000	Outdoors	Air Cooled	Average	Not Applicable	0	0	0
Dryer (Desiccant: Heatless)	WCH1048914	11/01/2021	8000	Indoors	Air Cooled	Average	Not Applicable	0	0	0
Inline Filter Particulate (G)	24234353	11/01/2021	8000	Indoors	Air Cooled	Average	Not Applicable	0	0	0
Inline Filter Coalescing (H)	24234338	11/01/2021	8000	Indoors	Air Cooled	Average	Not Applicable	0	0	0
Dryer (Desiccant: Heatless)	WCH1058126	03/14/2022	6000	Indoors	Air Cooled	Average	Not Applicable	0	0	0
Inline Filter Particulate (G)	HLA250FILTERG_TBD	12/01/2021	6000	Indoors	Air Cooled	Average	Not Applicable	0	0	0
Inline Filter Coalescing (H)	HLA250FILTERH_TBD	12/01/2021	6000	Indoors	Air Cooled	Average	Not Applicable	0	0	0
Inline Filter Particulate (G)	EH1200FILTERG_TBD	03/03/2021	6000	Indoors	Air Cooled	Average	Not Applicable	0	0	0
Inline Filter Coalescing (H)	EH1200FILTERH_TBD	03/03/2021	6000	Indoors	Air Cooled	Average	Not Applicable	0	0	0
75 HP Rotary Compressor (FS-CC)	API633206	01/01/2021	6000	Indoors	Air Cooled	Average	Rotary: <40 dbM	0	0	0
Dryer (Non-Cycling)	ITJ386911	01/01/2021	6000	Indoors	Air Cooled	Average	Not Applicable	0	0	0

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Contract 6518185

This Amendment shall modify the PackageCARE Agreement between Ingersoll-Rand Industrial U.S., Inc. (''Company''), 525 Harbour Place, Davidson, NC 28036, and Metro Nashville Water Services, a division of the Metropolitan Government of Nashville and Davidson County, 1600 Second Avenue N NASHVILLE, TN 37208, (''Customer'') (collectively, the "Parties"), upon approval by all required parties and filed in the Metropolitan Clerk's Office herein known as the "Effective Date" noted in the signature block, and will continue thereafter for a period of 5 year(s) (the "Term"). In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

The Parties hereby agree to add the following Equipment to the Agreement, with the Payment schedule noted below for this Equipment. Subject to the pricing adjustments noted in section 8 of Agreement.

Item	Manufacturer	Model	Serial #	Start Date	Annual Hours
1	IR	IR600C (FA1000G)	1-235632435	01/01/2016	5000
2	IR	EPE50 #1	CA3267U07038	4/16/2009	5000
3	IR	HRD30	951HRD912	2/13/2007	5000
4	IR	EPE50 #2	CA3268U07043	4/8/2007	5000
5	IR	IR450P (FA1000H)	1-235632351	1/1/2016	5000
6	IR	R11i TAS	CBV823198	4/8/2022	4000
7	IR	R11i TAS	CBV823199	4/8/2022	4000

The Equipment above will be located and the Services provided at:
Metro Nashville Water Services, Whites Creek, 1360 County Hospital Rd, NASHVILLE, TN, 37218, more fully described in Exhibit D attached here.

In consideration of the Services provided in the Agreement, for the additional Equipment listed above, Customer agrees to pay Company an additional **$32,179.19** in Year 1 and continuing each year in the amounts set forth below for the Term of this Amendment.

Payments (see Agreement Section 8)	Year 1	Year 2	Year 3	Year 4	Year 5
	32,179.19	33,144.57	34,138.91	35,163.07	36,217.97

Ingersoll-Rand Industrial U.S., Inc.

Authorized Representative

By (signature): John Shields

Name (printed): John Shields

Title: South Area Sales Leader

Metro Nashville Water Services, a division of the Metropolitan Government of Nashville and Davidson County

Authorized Representative

By (signature): Scott Potter

Name (printed): Scott Potter

Title: Director

Ingersoll Rand Contract Management Use Only

By (signature): _____

Name (printed): _____

Title:

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Contract 6518185

EXHIBIT D

Customer Name: Metro Nashville Water Services - Whites Creek

Customer Address: 1360 County Hospital Rd

City, State, Zip Code: NASHVILLE, TN, 37218

Contact Name: Cody Phillips

Customer Location (One Way): 17.1 mi

Term (Years): 5

Ambient Air Quality: Average

Site Availability: Regular

Machine Type	Serial	Start Date	Hours Per Year	Location	Cooling Type	Accessibility	Vibration	Rise To Surge	Overhaul (Airend)	Overhaul (Motor)
Inline Filter Particulate (G)	1-235632435	01/01/2016	5000	Indoors	Air Cooled	Average	Not Applicable	0	0	0
50 HP Rotary Compressor (FS-CC)	CA3267U07038	04/16/2009	5000	Outdoors	Air Cooled	Average	Rotary: <40 dbM	0	0	0
Dryer (Desiccant: Heatless)	951HRD912	02/13/2007	5000	Indoors	Air Cooled	Average	Not Applicable	0	0	0
50 HP Rotary Compressor (FS-CC)	CA3268U07043	04/08/2007	5000	Outdoors	Air Cooled	Average	Rotary: <40 dbM	0	0	0
Inline Filter Coalescing (H)	1-235632351	01/01/2016	5000	Indoors	Air Cooled	Average	Not Applicable	0	0	0
15 HP Rotary Compressor (TAS)	CBV823198	04/08/2022	4000	Indoors	Air Cooled	Average	Rotary: <40 dbM	0	0	0
15 HP Rotary Compressor (TAS)	CBV823199	04/08/2022	4000	Indoors	Air Cooled	Average	Rotary: <40 dbM	0	0	0

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Affidavits

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

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

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

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

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

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

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

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf.

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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: Ingersoll Rand

Organization Officer Signature: _____

Name of Organization Officer: John D. Shields

Title: South Area Sales Leader

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Contract Number: 6518185

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: INGERSOLL-RAND INDUSTRIAL U.S., INC.
Attention: John Shields
Address: 436 Harding Industrial Dr, Nashville, TN 37211
Telephone: 716-531-5898
Fax: N/A
E-mail: john_shields@irco.com

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

Designated Agent: INGERSOLL-RAND INDUSTRIAL U.S., INC.
Attention: John Shields
Address: 436 Harding Industrial Dr, Nashville, TN 37211
Email: john_shields@irco.com

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Notices & Designations
Department & Project Manager

Contract Number	6518185

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	Taft McNeal
Title	Engineer 3
Address	1810 Cement Plant Rd., Nashville, TN 37208
Telephone	615-294-7509
Email	taft.mcneal@nashville.gov

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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 nine of the PROCUREMENT MANUAL found on the division of purchases internal resources page: https://metronashville.sharepoint.com/sites/IMFinanceProcurement.

Amendment
For all contracts, the project manager will notify PRG@nashville.gov 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 nine of the PROCUREMENT MANUAL for best practices related to contract administration. The manual is found on the division of purchases internal resources page:
https://metronashville.sharepoint.com/sites/IMFinanceProcurement

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Contract Number 6518185

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the Ingersoll-Rand Industrial U.S., Inc, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

Scott Potter — 4Dm

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

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle A. Hernandez Lane — BCC

Purchasing Agent — Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

kelly Flannery/TJE — RJ

Director of Finance — BA

APPROVED AS TO FORM AND LEGALITY:

Tara Ladd — BC

Metropolitan Attorney — Insurance

FILED BY THE METROPOLITAN CLERK:

Metropolitan Clerk — Date

INGERSOLL-RAND INDUSTRIAL U.S. INC:

Ingersoll-Rand Industrial U.S., Inc
Company Name

John Shields
Signature of Company's Contracting Officer

John Shields
Officer's Name

Area Sales Leader
Officer's Title

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/08/2022

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

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

PRODUCER
Aon Risk Services Central, Inc.
Philadelphia PA Office
100 North 18th Street
15th Floor
Philadelphia PA 19103 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	Columbia Casualty Company	31127
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Ingersoll Rand Inc.
and its subsidiaries & affiliates
800-A Beaty Street
Davidson NC 28036 USA

COVERAGES **CERTIFICATE NUMBER:** 570093504244 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		GLO402025802	03/01/2022	03/01/2023	EACH OCCURRENCE	$5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X $2,000,000 SIR						MED EXP (Any one person)	Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$5,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$5,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$5,000,000
A	**AUTOMOBILE LIABILITY**	Y		BAP 4020259 02	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$3,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			WC402025602 AOS	03/01/2022	03/01/2023	X PER STATUTE OTH-ER	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)**	N / A		WC402025702 MA, WI	03/01/2022	03/01/2023	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
B	E&O-PL-Primary			652333190 Prof Liability-Claims Mad SIR applies per policy terms & conditions	05/01/2022	05/01/2023	Occ/Aggregate	$1,000,000

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

RE: RFQ/Contract Number 6518185.
Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as Additional Insureds per the General Liability Additional Insured endorsement and the Automobile Liability Additional Insured endorsement.

CERTIFICATE HOLDER

Metropolitan Government of Nashville and
Davidson County Metro Courthouse
Purchasing Agent
101 James Robertson Pkwy
Nashville TN 37201 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570093504244

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.	ALL LOCATIONS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1.All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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

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

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

1.Required by the contract or agreement; or

2.Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any Person or Organization required by written contract or agreement.	All locations and All Operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.
This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: INGERSOLL RAND INC.

Endorsement Effective Date: 03-01-2022

SCHEDULE

Name Of Person(s) Or Organization(s):
ANYONE REQUIRED BY WRITTEN CONTRACT, EXECUTED PRIOR TO THE LOSS, TO BE NAMED AS AN ADDITIONAL INSURED.

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

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Each person or organization shown in the Schedule is an “insured” for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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

SS #: SS2022105

Date Received: May 20, 2022

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

Proposed supplier MUST be Registered in iProcurement

Date: 5/20/2022 Requesting Department/Agency/Commission: Water Services

Requesting Official: Stephanie Belcher Telephone #: 615-862-4513 This is for a multi-year contract.

Product/Service Description: Package Care Services for Ingersoll Rand Equipment located on the Central campus and Whites Creek WWTP

Total Purchase *(Enter the value for the entire contract life)* Price: $~~$927,453.03~~ 1,017,006.06

BU Number: 65558020 Fund #: 67331 Object Account: 502920 Any Other Accounting Info: _____

Proposed Supplier: Ingersoll Rand Proposed Supplier Contact: Ryan Hardy

Supplier Address: 436 Harding Industrial Drive City: Nashville ST: TN Zip: 37211

Supplier Telephone #: 615-232-4527 Supplier Email: ryan.hardy@irco.com

Metro Code: 4.12.060 *Sole Source Procurement*.
A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)

R4.12.060.02 Conditions for Use of Sole Source Procurement.

Other, see explanation below

If Other, Explain Request: Metro Water has Ingersoll Rand equipment in its Central and Whites Creek facilities to provide process air. This air controls many actuators and valves throughout the facility. Package Care insures that this equipment is maintained per factory specifications and repaired when breakdowns occur. If the equipment is deemed not repairable, then IR replaces the equipment. Ingeroll Rand is the sole source for this type of service.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: SB

Requesting Department Director's Signature of Approval: Amanda Deaton-Moyer

Date: 5/22/2022 | 5:05 AM PDT

DocuSign Envelope ID: C16FAE0B-15A5-481B-AD25-CC32476C95CF

SS #: SS2022105

Date Received: May 20, 2022

To be completed by the Procurement Division

☐ **Vetting & Research Needed; Date Requested by Purchasing Agent**_____

☒ **Sole Source is Approved for:** Multi year contract

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

PURCHASING AGENT: Michelle A. Hernandez Lane Date: 5/23/2022 | 4:59 PM

DocuSign

Certificate Of Completion

Envelope Id: C16FAE0B15A5481BAD25CC32476C95CF
Status: Sent

Subject: Metro Contract 6518185 with Ingersoll-Rand Industrial U.S., Inc. (Water Services)

Source Envelope:

Document Pages: 36
Signatures: 12
Certificate Pages: 18
Initials: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

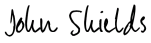
Envelope Originator:
Procurement Resource Group
730 2nd Ave. South 1st Floor
Nashville, TN 37219
prg@nashville.gov
IP Address: 170.190.198.185

Record Tracking

Status: Original
12/14/2022 10:17:24 AM
Holder: Procurement Resource Group
prg@nashville.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
Gary Clay Gary.Clay@nashville.gov Asst. Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 170.190.198.185	Sent: 12/14/2022 10:36:30 AM Viewed: 12/14/2022 11:44:29 AM Signed: 12/14/2022 11:44:46 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Amanda Deaton-Moyer Amanda.Deaton-Moyer@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 12/14/2022 11:44:56 AM Viewed: 12/14/2022 1:36:26 PM Signed: 12/14/2022 1:36:44 PM
Electronic Record and Signature Disclosure: Accepted: 12/14/2022 1:36:26 PM ID: 6bf5d8ac-8009-4c0e-b9bb-90bdd0c6eaea		
Rachel Jones rachel.jones@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 12/14/2022 1:36:55 PM Viewed: 12/19/2022 8:04:37 PM Signed: 12/19/2022 8:17:08 PM
Electronic Record and Signature Disclosure: Accepted: 12/19/2022 8:04:37 PM ID: 0914e27e-4c86-4c99-9426-d1d7adc86c8c		
John Shields john_shields@irco.com South Area Sales Leader Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 104.129.204.49	Sent: 12/19/2022 8:17:17 PM Viewed: 12/20/2022 2:15:08 PM Signed: 12/20/2022 2:16:05 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 12/20/2022 2:15:08 PM ID: 6a05078c-3e93-49f0-986f-a02a8a5ba077		
Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	Michelle A. Hernandez Lane Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 12/20/2022 2:16:13 PM Viewed: 12/21/2022 1:23:57 PM Signed: 12/21/2022 1:24:15 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Scott Potter scott.potter@nashville.gov Director Security Level: Email, Account Authentication (None)	Scott Potter Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.192	Sent: 12/21/2022 1:24:25 PM Viewed: 12/21/2022 3:41:35 PM Signed: 12/21/2022 3:41:54 PM
Electronic Record and Signature Disclosure: Accepted: 12/21/2022 3:41:35 PM ID: dcf22498-b560-4e84-a04a-2fbc35c18fa7		
Kelly Flannery/TJE Tom.Eddlemon@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)	Kelly Flannery/TJE Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 12/21/2022 3:42:07 PM Viewed: 12/21/2022 4:22:12 PM Signed: 12/21/2022 4:22:38 PM
Electronic Record and Signature Disclosure: Accepted: 12/21/2022 4:22:12 PM ID: 9cff22ce-1192-47e9-85da-1bf0d70cfde5		
Kelly Flannery kelly.flannery@nashville.gov Security Level: Email, Account Authentication (None)	Kelly Flannery Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 12/21/2022 4:22:49 PM Viewed: 12/26/2022 7:01:14 AM Signed: 12/26/2022 7:01:33 AM
Electronic Record and Signature Disclosure: Accepted: 12/26/2022 7:01:14 AM ID: 16140b73-ad04-48f5-afd2-fe09b299159b		
Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)	BC Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 12/26/2022 7:01:40 AM Resent: 12/28/2022 8:56:01 AM Resent: 12/29/2022 5:23:23 PM Viewed: 1/3/2023 3:49:10 PM Signed: 1/3/2023 3:49:18 PM
Electronic Record and Signature Disclosure: Accepted: 1/3/2023 3:49:10 PM ID: 156b2ebe-ff50-415d-80d1-ec5d2fdbfd0a		

Signer Events	Signature	Timestamp
Tara Ladd tara.ladd@nashville.gov Assistant Metropolitan Attorney Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 1/3/2023 3:49:26 PM Viewed: 1/4/2023 10:24:23 AM Signed: 1/4/2023 10:24:34 AM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 10:24:23 AM ID: 600ec36a-0da5-4339-9e91-5de5a5e516e2		
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 1/4/2023 10:24:51 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/14/2022 10:36:30 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/4/2023 10:24:41 AM Viewed: 1/4/2023 12:34:25 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 7:53:21 AM ID: 67d3e2de-0d06-4a42-9496-21a683dc7913		
Tara Ladd tara.ladd@nashville.gov Assistant Metropolitan Attorney Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/4/2023 10:24:46 AM Viewed: 1/4/2023 10:25:43 AM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 10:24:23 AM ID: 600ec36a-0da5-4339-9e91-5de5a5e516e2		

Carbon Copy Events	Status	Timestamp

Christopher Wood

Christopher.Wood@nashville.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Taft McNeal

taft.mcneal@nashville.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Amber Gardner

Amber.Gardner@nashville.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 12/26/2022 6:53:53 PM
ID: f39b7bb9-bb2b-47dd-b058-d2ecba0c41d3

Ryan Hardy

ryan.hardy@irco.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: 1/4/2023 11:57:33 AM
ID: d6c75455-5bf1-4e0d-a659-f3aa368d237d

Terri Ray

terri.ray@nashville.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jessica Angulo

jessica.angulo@nashville.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Stephanie Belcher

Stephanie.belcher@nashville.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 12/28/2022 8:06:06 AM
ID: 61b0021c-2760-450a-af9e-47ee1625b234

Ann Taylor

ann.taylor@irco.com

Security Level: Email, Account Authentication (None)

Carbon Copy Events	Status	Timestamp

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	12/14/2022 10:36:30 AM
Envelope Updated	Security Checked	12/28/2022 8:56:00 AM
Envelope Updated	Security Checked	12/28/2022 8:56:00 AM
Envelope Updated	Security Checked	12/29/2022 5:23:22 PM
Envelope Updated	Security Checked	12/29/2022 5:23:23 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure