

Contract Amendment Abstract

Contract Amendment Information

Contract Title: Forensic Biological Evidence Testing

Amendment Summary: Amend clause 4.1 Contract Value to add \$750,000.00 for a revised contract total of \$1,000,000.00. Insert Boycott of Israel clause as 8.18 and renumber each subsequent clause.

Contract Number: 6489776 Amendment Number: 1 Request Number: A2024071

Type of Contract: IDIQ Contract **Requires Council Legislation:** Yes

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

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

Contract Start Date: 03/10/2022 Contract Expiration Date: 03/09/2027 Contract Term: 60 Months

Previous Estimated Contract Life Value: \$250,000.00

Amendment Value: \$750,000.000 Fund: 10101*

New Estimated Contract Life Value: \$1,000,000.00 BU: 31121760*

* (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: Jan Harvey BAO Staff: Jeremy Frye

Procuring Department: Police Department(s) Served: Police

Prime Contractor Information

Prime Contracting Firm: Bode Cellmark Forensics, Inc dba Bode Technology ISN#: 18232

Address: 10430 Furnace Road, Suite 107 City: Lorton State: VA Zip: 22079

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

Prime Company Contact: Renee Walker Email Address: contracts@bodetech.com Phone #: 571-317-4328

Prime Contractor Signatory: Mike Cariola Email Address: mike.cariola@bodetech.com

Business Participation for Entire Contract

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

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

Select from the Following:

No M/WBE Participation

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

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

Federal Disadvantaged Business Enterprise:

No

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

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No



**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 6489776
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND BODE CELLMARK FORENSICS, INC. dba BODE TECHNOLOGY**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and BODE CELLMARK FORENSICS, INC. dba BODE TECHNOLOGY located in LORTON, VA.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated MARCH 10, 2022, Metro Contract numbered 6489776, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amend clause 4.1 Contract Value to add \$750,000.00 for a revised contract total of \$1,000,000.00. Amended clause shall read as follows:

"This Contract has an estimated value of \$1,000,000.00 as outlined in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced."

2. Insert Boycott of Israel clause as 8.18 and renumber each subsequent clause. Inserted clause shall read as follows:

Boycott of Israel

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

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

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Contract Number 6489776

Amendment Number 1

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

Chief of Police John Drake SM
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle A. Hernandez Lane JLR
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/Alto EF
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Phylinda Ramsey BL
Metropolitan Attorney Insurance

Metropolitan Mayor COO

ATTESTED:

Metropolitan Clerk Date

CONTRACTOR

Bode Cellmark Forensics, Inc.

Company Name

Michael Cariola
Signature of Company's Contracting Officer

Michael Cariola
Officer's Name

President & CEO
Officer's Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/30/2024

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

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

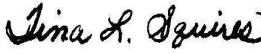
PRODUCER McGriff Insurance Services LLC 100 N. Loudoun Street, Suite 220 Winchester, VA 22601 703 352-2222	CONTACT NAME: Tina L. Squires
	PHONE (A/C, No, Ext): 703 352-2222 FAX (A/C, No): 866-925-7123 E-MAIL ADDRESS: certificatesvawv@mcgriff.com
INSURED Bode Cellmark Forensics, Inc. 10430 Furnace Road, #107 Lorton, VA 22079-2626	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Atlantic Specialty Insurance Company 27154
	INSURER B : Hanover Insurance Company 22292
	INSURER C : Travelers Excess and Surplus Lines Co 29696
	INSURER D :
	INSURER E :
INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7110169860004	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 0 \$
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			7110169860004	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			7110169860004	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) <input checked="" type="checkbox"/> N N / A If yes, describe under DESCRIPTION OF OPERATIONS below			4060465220004	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab Prod/Compl Op's			7500002120004	01/01/2024	01/01/2025	\$10,000,000 Maximum Policy Aggregate (See Descrip of Op's)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insurer A - Policy No. 7500002120004 01/01/24-25 Products & Completed Operations Liability Limit \$10,000,000 Each/\$10,000,000 Aggregate, \$25,000 Retention.
Insurer A - Policy No. 7500002120004 01/01/24-25 Professional Liability \$10,000,000 Each/\$10,000,000 Aggregate, \$25,000 Retention.
Insurer B - Policy No. LHYP78867005 01/01/24-25 Employee Theft Limit \$1,000,000 Ded. \$15,000; Theft of (See Attached Descriptions)

CERTIFICATE HOLDER Metropolitan Government of Nashville and Davidson County Purchasing Agent Metro Courthouse Nashville, TN 37201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

Client Property Limit \$500,000 Ded. \$15,000.

Insurer C - Policy No. CYB10794560100 01/01/24-25 Cyber Liability & Privacy/Data Breach \$5,000,000 \$50,000 Ded.

Umbrella Liability follows form over General Liability (Policy #7110169860003), Auto Liability and Workers

Compensation Coverages.

Re: Contract 6489776

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as an Additional Insured with respect to General Liability Coverage where required by written contract per endorsement form VCG208 11/07.

***There are No Owned Automobiles listed on the policy.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

@VANTAGE FOR GENERAL LIABILITY MEDTECH

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured – by Contract, Agreement or Permit relating to: <ul style="list-style-type: none"> o Work performed by you o Premises you own, rent, lease or occupy o Equipment you lease 	5. Duties in Event of Occurrence, Claim or Suit 6. Expected or Intended Injury (PD) 7. Medical Payments 8. Mobile Equipment Redefined 9. Newly Acquired or Formed Organizations
2. Blanket Waiver of Subrogation 3. Bodily Injury Redefined – Mental Anguish 4. Coverage Territory – Worldwide	10. Non-Owned Aircraft 11. Non-Owned Watercraft 12. Supplementary Payments Increased Limits

1. ADDITIONAL INSURED – CONTRACT, AGREEMENT OR PERMIT

- a. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you agreed in a written contract, written agreement or permit to provide insurance such as is afforded under this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1.** In the performance of "your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
- 2.** In the maintenance, operation or use of equipment leased to you by such person(s) or organization(s), or
- 3.** In connection with premises you own, rent, lease or occupy.

This insurance applies on a primary or primary and non-contributory basis if that is required in writing by the contract, agreement or permit.

- b.** The insurance provided to the additional insured herein is limited. This insurance does not apply:

- 1. Unless**
 - (a)** the written contract, agreement or permit is currently in effect or becomes effective during the term of this policy; and
 - (b)** the contract or agreement was executed or permit issued prior to the "bodily injury", "property damage", or "personal and advertising injury";
- 2.** To any person or organization (your vendors) for "bodily injury" or "property damage" arising out of your products.
- 3.** To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;
- 4.** To any person or organization if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you including:
 - (a)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Supervisory, inspection, architectural or engineering activities.

5. To any:

- (a) Lessor of equipment after the equipment lease expires; or
- (b) Owners or other interests from whom land has been leased; or
- (c) Managers or lessors of premises if:
 - (1) The "occurrence" takes place after you cease to be a tenant in that premises; or
 - (2) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

6. To "bodily injury", or "property damage" occurring after:

- (a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
- (b) 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 part of the same project.

c. **Limits of Insurance** applicable to the additional insured are those specified in the contract, agreement or permit or in the Declarations of this policy, whichever is less, and fix the most we will pay regardless of the number of:

- 1. Insureds;
- 2. Claims made or "suits" brought; or
- 3. Persons or organizations making claims or bringing "suits".

These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

2. BLANKET WAIVER OF SUBROGATION

Section IV – Transfer of Rights of Recovery Against Others to Us Condition is amended to add the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.

3. BODILY INJURY REDEFINED – MENTAL ANGUISH

Under **Section V** the definition of "bodily injury" is replaced by the following:

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

4. COVERAGE TERRITORY – WORLDWIDE

The definition of "coverage territory" is replaced by the following:

"Coverage territory" means anywhere. However, the insured's responsibility to pay damages must be determined in a settlement we agree to or in a "suit" on the merits brought within the United States of America (including its territories and possessions), Puerto Rico or Canada.

5. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Duties In The Event Of Occurrence, Claim or Suit is amended by adding the following paragraphs:

- a. The requirements that you must
 - 1. notify us of an "occurrence" offense, claim or "suit" and
 - 2. send us documents concerning a claim or "suit"apply only when such "accident" claim, "suit" or "loss" is known to:
 - 1. You, if you are an individual;
 - 2. A partner, if you are a partnership;

3. An executive officer of the corporation or insurance manager, if you are a corporation; or
 4. A manager, if you are a limited liability company.
- b. The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report an "occurrence" to your workers compensation insurer which later develops into a liability claim for which coverage is provided by this policy. However, as soon as you have definite knowledge that the particular "occurrence" is a liability claim rather than a workers compensation claim, you must comply with the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**.

6. EXPECTED OR INTENDED INJURY (PROPERTY DAMAGE)

The **Expected Or Intended Injury** exclusion under **Coverage A Bodily Injury and Property Damage** is replaced by:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

7. MEDICAL PAYMENTS – INCREASED LIMITS AND TIME PERIOD

- a. In the Insuring Agreement under **Coverage C Medical Payments**, the requirement that expenses are incurred and reported to us within one year of the date of the accident is changed to three years.
- b. The Medical Expense Limit is \$10,000 per person or the amount shown in the Declarations as the Medical Expense Limit, whichever is greater.
- c. This provision 7. does not apply if **Coverage C – Medical Payments** is otherwise excluded either by the provisions of the Coverage Form or by endorsement.

8. MOBILE EQUIPMENT – SELF-PROPELLED SNOW REMOVAL, ROAD MAINTENANCE AND STREET CLEANING EQUIPMENT

The following is added to the "mobile equipment" definition:

Vehicles maintained primarily for purposes other than the transportation of persons or cargo that are self-propelled vehicles of less than 1,000 pounds gross vehicle weight with the following types of permanently attached equipment will be considered "mobile equipment":

- a. Snow removal;
- b. Road maintenance, but not construction or resurfacing; or
- c. Street cleaning.

9. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Under **Section II – Who Is An Insured**, the time period limitation for newly acquired or formed organizations is replaced by:

Coverage under this provision is afforded only until the 180th day after you acquire or form an organization or the end of the policy period; whichever is earlier.

10. NON-OWNED AIRCRAFT

- a. The **Aircraft, Auto Or Watercraft** exclusion under **Coverage A Bodily Injury And Property Damage Liability** does not apply to an aircraft that is:
 1. Hired, chartered or loaned with a paid crew; and
 2. Not owned by any insured.
- b. The insurance afforded by this provision 10. is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

11. NON-OWNED WATERCRAFT

- a. **Section II – Who Is An Insured** is amended to include as an insured for any watercraft that is covered by this policy, any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft. However, no person or organization is an insured with respect to:
 1. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
 2. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

- b.** In the exception to the **Aircraft, Auto Or Watercraft** exclusion under **Coverage A Bodily Injury And Property Damage Liability**, the limitation on the length of a watercraft is increased to 51 feet.
- c.** The insurance afforded by this provision **11.** is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

12. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

In the SUPPLEMENTARY PAYMENTS - Coverages **A** and **B** provision:

- a.** The limit for the cost of bail bonds is amended to \$2,500; and
- b.** The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

Contract InformationContract & Solicitation Title: Forensic Biological Evidence TestingContract Summary: Contractor agrees to provide testing of forensic biological evidence.Contract Number: 6489776 Solicitation Number: N/A Requisition Number: SS2021054Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): NoType of Contract/PO: IDIQ Contract **Requires Council Legislation:** No**High Risk Contract** (Per Finance Department Contract Risk Management Policy): No**Sexual Harassment Training Required** (per BL2018-1281): YesEstimated Start Date: 03/04/2022 Estimated Expiration Date: 03/03/2027 Contract Term: 60 MonthsEstimated Contract Life Value: \$250,000.00Fund:* 10101 & CEBR 2020 Grant BU:* 31121760 & CEBR 2020 Grant

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

Payment Terms: Net 30 Selection Method: Sole SourceProcurement Staff: Terri Ray BAO Staff: Christopher WoodProcuring Department: Police Department(s) Served: Police**Prime Contractor Information**Prime Contracting Firm: Bode Cellmark Forensics, Inc dba Bode Technology ISN#: 18232Address: 10430 Furnace Road, Suite 107 City: Lorton State: VA Zip: 22079Prime Contractor is a Uncertified/Unapproved : SBE SDV MBE WBE (select/check if applicable)Prime Company Contact: Pamela Jarman Email Address: Pamela.Jarman@bodetech.com Phone: 571-317-4328**Prime Contractor Signatory:** Michael Cariola Email Address: mike.cariola@bodetech.com**Disadvantaged 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 Amount: N/A Percent, if applicable: N/A*Federal Disadvantaged Business Enterprise:*No Amount: N/A Percent, if applicable: N/A

* Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No**Summary of Offer**

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
<u>Bode Cellmark Forensics, Inc</u>	<input type="checkbox"/>	<u>N/A</u>	<u>N/A</u>	<u>Approved Sole Source Form</u>
<u>dba Bode Technology</u>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Select from the Following:</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Select from the Following:</u>

Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** (METRO) and **Bode Cellmark Forensics, Inc dba Bode Technology** (CONTRACTOR) located at **10430 Furnace Road, Suite 107, Lorton, VA 22079** resulting from an approved sole source form signed by Metro's Purchasing Agent. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
 - *Exhibit A – Service Agreement and Price List*
 - *Exhibit B – Affidavits*
 - *Exhibit C – ISA Terms and Conditions*
- *Purchase Orders (and PO Changes),*

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

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

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide testing of forensic biological evidence.

2.2. Delivery and/or Installation.

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

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

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

3. CONTRACT TERM

3.1. Contract Term

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

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of \$250,000.00 as outlined in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

4.2. Other Fees

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

4.3. Payment Methodology

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

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

4.4. Escalation/De-escalation

This Contract is eligible for annual escalation/de-escalation adjustments and is capped at 5% using the Consumer Price Index (CPI) All Urban Consumers, US City Average 1982-84=100 . The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the **annual anniversary** of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's Office

4.5. Electronic Payment

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

4.6. Invoicing Requirements

CONTRACTOR shall submit invoices for payment in a format acceptable to METRO and shall submit invoices no more frequently than monthly for satisfactorily and accurately performed services. CONTRACTOR shall be paid as work is completed and invoices are approved by METRO. Invoices shall detail this Contract Number

accompanied by any necessary supporting documentation as required by METRO. CONTRACTOR shall submit all invoices no later than ninety (90) days after the services have been delivered/performed.

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

4.7. Subcontractor/Subconsultant Payments

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

5. TERMINATION

5.1. Breach

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

5.2. Lack of Funding

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR. Should METRO terminate this Contract due to lack of funding, CONTRACTOR shall immediately cease work and deliver to METRO, within fifteen (15) days, all completed or partially completed satisfactory work, as well as an invoice for all such work, and METRO shall pay to CONTRACTOR the amount invoiced and due for the work.

5.3. Notice by METRO

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

5.4. Notice by CONTRACTOR

CONTRACTOR may terminate this Contract with or without cause at any time upon thirty (30) days written notice to METRO. Should CONTRACTOR terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work through the effective date of termination as well as an invoice for all such work, and METRO shall pay to CONTRACTOR the amount invoiced and due for the work.

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

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

6.2. Nondiscrimination Requirement

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

6.3. Equal Business Opportunity (EBO) Program Requirement

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

6.4. Covenant of Nondiscrimination

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

6.5. Americans with Disabilities Act (ADA)

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

7. INSURANCE

7.1. Proof of Insurance

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

7.2. General Liability Insurance

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

7.3. Automobile Liability Insurance

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

7.4. Worker's Compensation Insurance (if applicable)

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

7.5. Professional Liability Insurance

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

7.6. Cyber Liability Insurance

Cyber Liability Insurance in the amount of three million (\$3,000,000.00) dollars (for companies that have access to personal information (SSN's Addresses of employees, customers or students)).

7.7. Such insurance shall:

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

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

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

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

7.8. Other Insurance Requirements

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

PROCUREMENTCOI@NASHVILLE.GOV (preferred method)

OR

DEPARTMENT OF FINANCE

PROCUREMENT DIVISION

730 2ND AVE SOUTH, STE 101

P.O. BOX 196300

NASHVILLE, TN 37219-6300

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

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

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

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

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

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

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

8. GENERAL TERMS AND CONDITONS

8.1. Taxes

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

8.2. Warranty

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

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

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

8.3. Software License

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

8.4. Confidentiality

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

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

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or

electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

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

8.5. Information Ownership

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

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

8.6. Information Security Breach Notification

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

8.7. Virus Representation and Warranty

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

incurred by METRO resulting from the breach.

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

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

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

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

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

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

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

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

8.9. Maintenance of Records

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

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

8.10. Monitoring

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

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

8.11. METRO Property

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

derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

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

8.12. Modification of Contract

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

8.13. Partnership/Joint Venture

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

8.14. Waiver

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

8.15. Employment

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

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

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

8.16. Compliance with Laws

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

8.17. Iran Divestment Act

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

8.18. Taxes and Licensure

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

8.19. Ethical Standards

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

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

8.20. Indemnification and Hold Harmless

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

- A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers,

employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.

D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.

8.21. Attorney Fees

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

8.22. Assignment--Consent Required

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

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

PRG@NASHVILLE.GOV (preferred method)

OR

METRO PURCHASING AGENT

DEPARTMENT OF FINANCE

PROCUREMENT DIVISION

730 2ND AVENUE SOUTH

PO BOX 196300

NASHVILLE, TN 37219-6300

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

8.23. Entire Contract

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

8.24. Force Majeure

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

8.25. Governing Law

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

8.26. Venue

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

8.27. Severability

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

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Notices and Designation of Agent for Service of Process

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

**PURCHASING AGENT
PROCUREMENT DIVISION
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Bode Cellmark Forensics, Inc. dba Bode Technology

Attention: **Mike Cariola**

Address: **10430 Furnace Road, Suite 107, Lorton, VA 22079**

Telephone: **703-646-9876**

Fax: **N/A**

E-mail: **mike.cariola@bodetech.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: **Corporation Service Company**

Attention: **N/A**

Address: **2908 Poston Avenue, Nashville, TN 37203-1312**

Email: **N/A**

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Contract Number 6489776

Effective Date

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

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

Chief John Drake SM
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle R. Hernandez Lane ML
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery/TJE EF
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Phylinda Ramsey BL
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Austin Kyle 3/10/2022
Metropolitan Clerk Date

CONTRACTOR:

Bode Cellmark Forensics, Inc.
Company Name

ML
Signature of Company's Contracting Officer

Michael Cariola
Officer's Name

President & CEO
Officer's Title

9:40 AM CST



Bode Cellmark Forensics, Inc.
 10430 Furnace Rd. Ste 107
 Lorton, VA 22079

Exhibit A - Service Agreement and Price List for Contract 6489776

Customer Name: Julie Ellis MNPD Forensic Biology Supervisor julie.ellis@nashville.gov	
Date: 2/11/2022	Estimate #: 0122-113
Account Manager: Tabitha Bandy	
Non-Sexual Assault Service	
Unit Price	
Non-Differential Evidence Sample (Including samples for Touch DNA)	
\$1,445.00 per sample	
Sexual Assault Kit Processing Service	
Unit Price	
<p>Pricing is based on a minimum batch size of 15 kits.</p> <p>Samples will be processed using a Y-screen approach. This does NOT include serology testing. The cost of all materials used for laboratory analyses are to be borne by Bode Technology. Sample analysis will be performed following Bode Technology's validated protocols.</p> <p>Bode Technology will be paid for each case/sample tested as long as failure to produce a DNA result is not due to an error or omission on part of the laboratory.</p> <p>Samples will not be consumed without permission from the authorized point of contact. Forensic report issued for sexual assault kits received by Bode Technology, accessioned into the laboratory as containing no samples to process. A report will indicate these findings and a case handling fee of \$325/case will apply.</p> <p>"Sample" is defined as swab, underwear, fingernail scrapings and swabbings.</p> <p>Pricing includes DNA testing using Bode's validated procedures for extraction, 24 Locus Amplification Kit and 3500xl. Analysis will be completed using GeneMapper ID-X software.</p> <p>Extracts returned frozen on ice.</p> <p><i>Deviations from the above specifications may result in additional charges.</i></p> <p>Bode Technology shall invoice the Client monthly upon case completion, as warranted. Payment terms are NET 30.</p> <p>Standard Turnaround Time: 60-90 days from receipt.</p>	
STR DNA Analysis of SAK <i>Unit price includes screening all evidence Samples per SAK, the Victim's reference sample, and a Suspect's reference if applicable.</i>	\$1,220.00

Bode screens sexual assault kit Samples for the presence of male DNA using a total human: male quantification assay. Bode does not proceed with testing samples that are male DNA negative, inconclusive for the presence of male DNA or if the ratio of total human:male DNA would reduce the chances of obtaining a male DNA profile. For single assailant cases, Bode proceeds with DNA testing on the single most probative/ male DNA positive sample, the victim's reference sample, and a suspect's reference (if applicable).

For cases with a male victim, multiple assailants, DFSA victims, mentally-handicapped, juveniles, seniors or an unconscious victim, Bode will proceed with DNA testing of 3 probative/male DNA positive sample(s), the victim's reference sample, and a suspect's reference (if applicable). Bode does not proceed with testing samples that are male DNA negative, inconclusive for the presence of male DNA or if the ratio of total human:male DNA would reduce the chances of obtaining a male DNA profile.

Bode will utilize reasonable efforts to obtain a CODIS profile for cases tested based on experience. This includes performing an additional amplification in single assailant cases where the quantification result does not clearly identify the most likely sample to yield a CODIS uploadable profile or for troubleshooting purposes. This determination will be at Bode's discretion based on experience and careful evaluation of the quant results and data obtained.

Additional Testing

STR Analysis - Additional Differential Samples

Additional samples greater than described above

\$395.00

per sample

STR Analysis - Additional Non-Differential Samples

Additional samples greater than described above

\$295.00

per sample

DNA Analysis of Known Reference - Subsequent Submission or Processing

DNA analysis of known reference (e.g. Suspect) if submitted after the kit has been processed. Fee includes statistical analysis in the report.

\$455.00

per sample

Optional - Rush Testing

Note(1): These fees are in addition to processing charges.

Note(2): Rush services are subject to availability.

Rush Testing - 4 week (20-day) Turnaround

Rush Testing - 3 week (15-day) Turnaround

Rush Testing - 2 week (10-day) Turnaround

Rush Testing - 1 week (5-day) Turnaround

25% surcharge

50% surcharge

75% surcharge

100% surcharge

Optional - Testimony and Discoveries

Deposition/ Expert Witness Testimony

Video Testimony or Deposition

\$325.00

per hour

Onsite Testimony

Unit price is per analyst/technician (per hour or per day) that is called to testify and does not include travel expenses.

\$2,000.00

per day per analyst

Discovery Packet

Standard packet (includes: complete casefile, electropherograms, lab notes, chain of custody, reporting

Standard turnaround time: 2-4 weeks

Rush turnaround time: less than 2 weeks

\$0.00

\$250.00

NOTE: additional discoverable materials may be available upon request. There may be additional fees

Exhibit B - Affidavits

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

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

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

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

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

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

- To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts;

- Not to otherwise engage in discriminatory conduct;

- To provide a discrimination-free working environment;

- That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption;

- That the Covenant of Nondiscrimination shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and

- That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070

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

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

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

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


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

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

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

And Further Affiant Sayeth Not:

Organization Name: Bode Cellmark Forensics, Inc.

Organization Officer Signature: 

Name of Organization Officer: Michael Cariola

Title: President & CEO

SECTION A-1**General Terms and Conditions**

- 1 Safeguards.** In addition to the controls specified in the exhibits to this Agreement, Contractor agrees to implement administrative, physical, and technical safeguards to protect the availability, confidentiality and integrity of Metropolitan Government of Nashville and Davison County (Metro Government) Information, information technology assets and services. All such safeguards shall be in accordance with industry-wide best security practices and commensurate with the importance of the information being protected, but in no event less protective than those safeguards that Contractor uses to protect its own information or information of similar importance, or is required by applicable federal or state law.
- 2 Inventory.** Contractor agrees to maintain at all times during the Term of this Agreement a Product and Service Inventory. Contractor shall upon request of Metro Government, which shall be no more frequently than semi-annually, provide the current Product and Service Inventory to Metro Government within thirty (30) days of the request.
- 3 Connection of Systems or Devices to the Metro Government Network.** Contractor shall not place any systems or devices on the Metro Government Network without the prior written permission of the Director of ITS, designee, or the designated Metro Government contact for this Agreement.
- 4 Access Removal.** If granted access to Metro Government Network or systems, Contractor and its Agents shall only access those systems, applications or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass security controls. Notwithstanding anything to the contrary in the Purchasing Agreement or other agreement between Metro Government and Contractor, Metro Government at its sole discretion, may refuse granting access right to Metro Government Network or Sensitive Information to any Agent of Contractor, and may at any time remove access rights (whether physical premise access or system access) from Contractor or any Agents, without prior notice or liability to Contractor, if Metro Government reasonably suspects a security violation by Contractor or such Agent or otherwise deems such action appropriate to protect Metro Government Infrastructure, Metro Government Network or Metro Government Information.
- 5 Subcontracting/Outsourcing.**
 - 5.1 Prior Approval.** Without Metro Government's prior written consent, Contractor may not subcontract with a third party to perform any of its obligations to Metro Government which involves access to Metro Government Information or connection to Metro Government Network. Nor shall Contractor outsource any Contractor infrastructure (physical or virtual) which Stores Sensitive Information without such consent. To obtain Metro Government's consent, Contractor shall contact the Metro Government ITS department. In addition, Metro Government may withdraw any prior consent if Metro Government reasonably suspect a violation by the subcontractor or outsource provider of this Agreement, or otherwise deems such withdraw necessary or appropriate to protect Metro Government Network, Metro Government Infrastructure or Metro Government Information.
 - 5.2 Subcontractor Confidentiality.** Contractor Agents are bound by the same confidentiality obligations set forth in this Agreement. Contractor or its Agent may not transfer, provide access to or otherwise make available Metro Government Information to any individual or entity outside of the United States (even within its own organization) without the prior written consent of Metro Government. To obtain such consent, Contractor shall send Metro Government a notice detailing the type of information to be disclosed, the purpose of the disclosure, the recipient's identification and location, and other information required by Metro Government.
 - 5.3 Contractor Responsibility.** Prior to subcontracting or outsourcing any Contractor's obligations to Metro Government, Contractor shall enter into a binding agreement with its subcontractor or outsource service provider ("Third Party Agreement") which (a) prohibits such third party to further subcontract any of its obligations, (b) contains provisions no less protective to Metro Government Network, Metro Government Infrastructure and/or Metro Government Information than those in this Agreement, and (c) expressly provides Metro Government the right to audit such subcontractor or outsource service provider to the same extent that Metro Government may audit Contractor under this Agreement. Contractor warrants that the Third Party Agreement will be enforceable by Metro Government in the U.S. against the subcontractor or outsource provider (e.g., as an intended third party beneficiary under the Third Party Agreement).

Without limiting any other rights of Metro Government in this Agreement, Contractor remains fully responsible and liable for the acts or omissions of its Agents. In the event of an unauthorized disclosure or use of Sensitive Information by its Agent, Contractor shall, at its own expense, provide assistance and cooperate fully with Metro Government to mitigate the damages to Metro Government and prevent further use or disclosure.

SECTION A-2

Definitions

Capitalized terms used in the Agreement shall have the meanings set forth in this Exhibit A-2 or in the [Metropolitan Government Information Security Glossary](#), which can be found on the Metropolitan Government of Nashville website . Terms not defined in this Exhibit A-2 or otherwise in the Agreement shall have standard industry meanings.

1. “Affiliates” as applied to any particular entity, means those entities, businesses, and facilities that are controlled by, controlling, or under common control with a stated entity, as well as (with respect to Metro Government) any entity to which Metro Government and/or any of the foregoing provides information processing services.
2. “Agent” means any subcontractor, independent contractor, officer, director, employee, consultant or other representative of Contractor, whether under oral or written agreement, whether an individual or entity.
3. “Agreement” means this Information Security Agreement, including all applicable exhibits, addendums, and attachments.
4. “Information Breach” means any actual or suspected unauthorized disclosure or use of, or access to, Metro Government Information, or actual or suspected loss of Metro Government Information.
5. “Effective Date” means the date first set forth on page 1 of the Agreement.
6. “Metro Government Information” means an instance of an information type belonging to Metro Government. Any communication or representation of knowledge, such as facts, information, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or audiovisual, owned by or entrusted to Metro Government.
7. “Metro Government Infrastructure” means any information technology system, virtual or physical, which is owned, controlled, leased, or rented by Metro Government, either residing on or outside of the Metro Government Network. Metro Government Infrastructure includes infrastructure obtained from an IAAS provider or systems that are provided and located on the Metro Government Network as part of a Service.
8. “Metro Government Network” means any Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by Metro Government.
9. “Term” means the period during which this Agreement is in effect.

SECTION AST

Agent Security and Training

- 1 Background Check.** Contractor shall perform a background check which includes a criminal record check on all Agents, who may have access to Metro Government Information. Contractor shall not allow any Agents to access Metro Government Information or perform Services under a Purchasing Agreement if Contractor knows or reasonably should know that such Agent has been convicted of any felony or has been terminated from employment by any employer or contractor for theft, identity theft, misappropriation of property, or any other similar illegal acts.
- 2 Information Security Officer.** If Agents will access or handle Metro Government Information, Contractor shall designate an Information Security Officer, who will be responsible for Contractor information security and compliance with the terms of this Agreement as it relates to Metro Government Information.
- 3 Agent Access Control.** Contractor shall implement and maintain procedures to ensure that any Agent who accesses Metro Government Information has appropriate clearance, authorization, and supervision. These procedures must include:
 - 3.1** Documented authorization and approval for access to applications or information stores which contain Metro Government Information; e.g., email from a supervisor approving individual access (note: approver should not also have technical rights to grant access to Sensitive Information); documented role-based access model; and any equivalent process which retains documentation of access approval.
 - 3.2** Periodic (no less than annually) reviews of Agent user access rights in all applications or information stores which contain Sensitive Information. These reviews must ensure that access for all users is up-to-date, appropriate and approved.
 - 3.3** Termination procedures which ensure that Agent's user accounts are promptly deactivated from applications or information stores which contain Sensitive Information when users are terminated or transferred. These procedures must ensure that accounts are deactivated or deleted no more than 14 business days after voluntary termination, and 24 hours after for cause terminations.
 - 3.4** Procedures which ensure that Agent's user accounts in applications or information stores which contain Sensitive Information are disabled after a defined period of inactivity, no greater than every 180 days.
 - 3.5** Procedures which ensure that all Agents use unique authentication credentials which are associated with the Agent's identity (for tracking and auditing purposes) when accessing systems which contain Sensitive Information.
 - 3.6** Contractor will maintain record of all Agents who have been granted access to Metro Government Sensitive Information. Contractor agrees to maintain such records for the length of the agreement plus 3 years after end of agreement. Upon request, Contractor will supply Metro Government with the names and login IDs of all Agents who had or have access to Metro Government Information.
- 4 Agent Training.**
 - 4.1** Contractor shall ensure that any Agent who access applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of the information or information and the security of the application. Completion of this training must be documented and must occur before Agent may access any Sensitive Information. This training must include, at a minimum:
 - 4.1.1** Appropriate identification and handling of Metro Government Information

4.1.1.1 Awareness of confidentiality requirements contained in this Agreement;

4.1.1.2 Procedures for encrypting Metro Government Information before emailing or transmitting over an Open Network, if the information classification of the information requires these controls;

4.1.1.3 Procedures for information storage on media or mobile devices (and encrypting when necessary).

4.1.2 Education about the procedures for recognizing and reporting potential Information Security Incidents;

4.1.3 Education about password maintenance and security (including instructions not to share passwords);

4.1.4 Education about identifying security events (e.g., phishing, social engineering, suspicious login attempts and failures);

4.1.5 Education about workstation and portable device protection; and

4.1.6 Awareness of sanctions for failing to comply with Contractor security policies and procedures regarding Sensitive Information.

4.1.7 Periodic reminders to Agents about the training topics set forth in this section.

4.2 Contractor shall ensure that any Agent who accesses applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of this information. Completion of this training must be documented and must occur before Agent may access any Metro Government Information. This training must include, at a minimum:

4.2.1 Instructions on how to identify Metro Government Information.

4.2.2 Instructions not to discuss or disclose any Sensitive Information to others, including friends or family.

4.2.3 Instructions not to take media or documents containing Sensitive Information home unless specifically authorized by Metro Government to do so.

4.2.4 Instructions not to publish, disclose, or send Metro Government Information using personal email, or to any Internet sites, or through Internet blogs such as Facebook or Twitter.

4.2.5 Instructions not to store Metro Government Information on any personal media such as cell phones, thumb drives, laptops, personal digital assistants (PDAs), unless specifically authorized by Metro Government to do so as part of the Agent's job.

4.2.6 Instructions on how to properly dispose of Metro Government Information, or media containing Metro Government Information, according to the terms in Exhibit DMH as well as applicable law or regulations.

5 Agent Sanctions. Contractor agrees to develop and enforce a documented sanctions policy for Agents who inappropriately and/or in violation of Contractor's policies and this Agreement, access, use or maintain applications or information stores which contain Sensitive Information. These sanctions must be applied consistently and commensurate to the severity of the violation, regardless of level within management, and including termination from employment or of contract with Contractor.

SECTION AV

Protection Against Malicious Software

- 1 **Microsoft Systems on Metro Government Networks.** For Products which will be installed on Microsoft Windows Systems residing on Metro Government Network, Contractor warrants that the Product will operate in conjunction with Metropolitan Government Antivirus Software, and will use real time protection features.

- 2 **Non-Microsoft Systems on Metro Government Networks.** For Products installed on non-Microsoft Windows Systems residing on Metro Government Network, Contractor shall allow Metro Government to install Antivirus Software on such Products where technically possible. Upon Metro Government's request, Contractor shall provide the requisite information to implement such Antivirus Software in a manner which will not materially impact the functionality or speed of the Product.

SECTION BU

Information Backup, Contingency Planning and Risk Management

1 General.

- 1.1 Contractor agrees to backup Metro Government Information which Contractor maintains or Stores. Backup and restoration procedures and related infrastructure, including frequency of backup, offsite storage, media lifespan and media reliability, must be commensurate with the criticality and availability requirement of the Metro Government Information being backed up.
- 1.2 Upon Metro Government's request, Contractor shall supply Metro Government with an inventory of Metro Government Information that Contractor Stores and/or backed up.
- 1.3 Contractor shall periodically, no less often than annually, test backup tapes or media by restoring Metro Government Information to a system similar to the original system where the Metro Government Information are stored.
- 1.4 Upon Metro Government's request, Contractor shall supply copies of Metro Government Information in a format requested by Metro Government.
- 1.5 Contractor shall backup business critical information at a frequency determined by Metro Government business owner.

2 Storage of Backup Media. Contractor shall store archival and backup media in a secured offsite location. Upon request, Contractor will promptly notify Metro Government of the physical address of the offsite location. The backups of the information should be stored in a manner commiserate with the security around the information. The backup tapes should be encrypted if the sensitivity of the information requires that level of security.

3 Disaster Recovery Plan. Contractor will maintain a Disaster Recovery Plan for all applications or information stores which contain business critical information. This plan will outline the procedures necessary to restore business critical information on the application or systems in a timely fashion in the case of an emergency or disaster.

4 Emergency Mode Operation Plan. Contractor shall maintain an emergency mode operating plan which ensures that systems or applications using or accessing business critical information are operational during an emergency or natural disaster, or are made operational after a disaster in a prompt manner, commensurate with the criticality of the information on the system.

5 Testing and Revision Procedure. Contractor agrees to test, at least annually, Contractor Disaster Recovery Plan and emergency mode operations plan and maintain a documented procedure for such testing. Contractor shall document the results and findings from such testing and revise the plan accordingly.

6 Risk Management Requirements. Contractor shall implement internal risk management practices to ensure the confidentiality, integrity and availability of Metro Government Information. These practices will be no less secure than the ones used by Contractor to protect Contractor's own Sensitive Information or information of comparable sensitivity.

SECTION DMH

Device and Storage Media Handling

- 1 Portable Media Controls.** Contractor (including its Agents) shall only store Metro Government Information on portable device or media when expressly authorized by Metro Government to do so. When Contractor stores Metro Government Sensitive Information or on portable device or media, Contractor shall employ the following safeguards:
 - 1.1** Access to the device or media shall require a password or authentication;
 - 1.2** The device or media shall be encrypted using Strong Encryption;
 - 1.3** The workstation or portable device or media containing Metro Government Information must be clearly identified or labeled in such a way that it can be distinguished from other media or device which is not used to store Sensitive Information.
 - 1.4** The device or media must be accounted for by a system or process which tracks the movements of all devices or media which contain Metro Government Information.

- 2 Media Disposal.**
 - 2.1** Contractor shall only dispose of media containing Metro Government Information when authorized by Metro Government.
 - 2.2** Contractor shall dispose of any media which stores Metro Government Information in accordance with media sanitization guidelines for media destruction as described in NIST document NIST SP800-88: Guidelines for Media Sanitization. The Guidelines are currently available at <http://csrc.nist.gov/publications/PubsSPs.html>
 - 2.3** Upon Metro Government request, Contractor shall promptly provide written certification that media has been properly destroyed in accordance with this Agreement.
 - 2.4** Contractor may not transport or ship media containing Metro Government Information unless the media is Encrypted using Strong Encryption, or the information on the media has been sanitized through complete information overwrite (at least three passes); or media destruction through shredding, pulverizing, or drilling holes (e.g. breaking the hard drive platters).

- 3 Media Re-Use.**
 - 3.1** Contractor shall not donate, sell, or reallocate any media which stores Metro Government Information to any third party, unless explicitly authorized by Metro Government.
 - 3.2** Contractor shall sanitize media which stores Metro Government Information before reuse by Contractor within the Contractor facility.

SECTION ENC

Encryption and Transmission of Information

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

SECTION IR

Incident Response

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

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

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

2 Incident Response.

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

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

SECTION LOG

Audit Logs

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

SECTION PES

Physical and Environmental Security

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

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

SECTION VMGT

Contractor Managed System Requirements

1 Vulnerability and Patch Management.

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

2 System Hardening.

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

3 Authentication.

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

4 Automatic Log off. Contractor shall configure systems which store Sensitive Information to automatically logoff user sessions at the most after 20 minutes of inactivity.

5 User Accountability. Contractor shall report to Metro Government, on request, all user accounts and their respective access rights within the system within five (5) business days or less of the request.

6 Information Segregation, Information Protection and Authorization. Contractor shall implement processes and/or controls to prevent the accidental disclosure of Metro Government Sensitive Information to other Contractor Metro Governments, including an Affiliates of Metro Government.

7 Account Termination. Contractor shall disable user accounts of Agents or Metro Government end users for the system within five (5) business days of becoming aware of the termination of such individual. In the cases of cause for termination, Contractor will disable such user accounts as soon as administratively possible.

8 System / Information Access.

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

9 System Maintenance.

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

SECTION PCI

Payment Card Industry (PCI) Security Standards

1. **Payment application vendor.** Contractor that sells and supports applications that store, process, and/or transmit cardholder data shall have application assessed and validated for compliance with the Payment Application Data Security Standard (PA-DSS). Proof of validation shall be provided.
2. **Payment terminal vendor.** Contractor that sells and supports devices used to accept card payments (e.g., payment terminal) shall have the PIN Transaction Security (PTS) devices validated to conform to the PCI PTS standard.
3. **Payment processors, e-commerce hosting providers/processors.** Contractor that stores, processes, or transmits cardholder data on behalf of Metro or that hosts and manages any e-commerce server/website and/or develop and support Metro websites shall provide a PCI Data Security Standard (PCI DSS) Attestation of Compliance for the contracted service.
4. **Providers of software as a service.** Contractor that develops, hosts and/or manages any Metro cloud-based web application or payment application (e.g., online ticketing or booking application) shall provide a PCI Data Security Standard (PCI DSS) Attestation of Compliance for the contracted service.
5. **Integrators/resellers.** Contractor that installs PA-DSS validated payment applications for Metro must be a PCI Qualified Integrator or Reseller (QIR).
6. All applicable compliance shall be maintained for the duration of the contract. Proof of validation shall be current, valid for the service under contract and available upon request.

SECTION BAA

HIPAA Business Associate Agreement

This Agreement is initiated by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO)**, a metropolitan form government organized and existing under the laws and constitution of the State of Tennessee ("**Metro**" or "**Covered entity**") and the Contractor ("**Business Associate**").

SECTION 1 - DEFINITIONS

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "Business Associate" in 45 CFR § 160.103, and in reference to the party to this agreement, shall mean the Contractor.
- b. **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this agreement, shall mean **Metro**, which must fall under one of the following categories:
 - (1) A health plan.
 - (2) A health care clearinghouse.
 - (3) A health care provider who transmits any health information in electronic form in connection with a transaction covered by this subchapter.
- c. **Disclosure.** "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
- d. **Electronic Media.** "Electronic Media" shall have the same meaning as set forth in 45 CFR § 160.103.
- e. **Employer.** "Employer" is defined as it is in 26 U.S.C. § 3401(d).
- f. **Genetic Information.** "Genetic Information" shall have the same meaning as set forth in 45 CFR § 160.103.
- g. **HITECH Standards.** "HITECH Standards" means the privacy, security and security Breach notification provisions under the Health Information Technology for Economic and Clinical Health (HITECH) Act, Final Rule of 2013, and any regulations promulgated thereunder.
- h. **Individual.** "Individual" shall have the same meaning as set forth in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- i. **Person.** "Person" means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- j. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- k. **Protected Health Information.** "Protected Health Information" or "PHI":
 - (1) Shall have the same meaning as set forth in 45 CFR § 160.103.
 - (2) Includes, as set forth in 45 CFR § 160.103, any information, now also including genetic information, whether oral or recorded in any form or medium, that:
 - (i) Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and
 - (ii) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

- l. **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.
- m. **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- n. **Security Rule.** "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 CFR part 160 and subparts A and C of part 164.
- o. **Subcontractor.** "Subcontractor" means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- p. **Transaction.** "Transaction" shall have the same meaning as set forth in 45 CFR § 160.103.
- q. **Catch-all definition.** Terms used but not otherwise defined in this Agreement shall have the same meaning as the meaning ascribed to those terms in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology Act of 2009, as incorporated in the American Recovery and Reinvestment Act of 2009 ("HITECH Act"), implementing regulations at 45 Code of Federal Regulations Parts 160-164 and any other current and future regulations promulgated under HIPAA or the HITECH Act.

SECTION 2 - OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. **Permitted Uses of Protected Health Information.** Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law. Business Associate may: 1) use and disclose PHI to perform its obligations under its contract with Metro; 2) use PHI for the proper management and administration of Business Associate; and 3) disclose PHI for the proper management and administration of Business Associate, if such disclosure is required by law or if Business Associate obtains reasonable assurances from the recipient that the recipient will keep the PHI confidential, use or further disclose the PHI only as required by law or such disclosure is authorized by Metro.
- b. **Safeguards.** Business Associate shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement. Business Associate shall develop and implement policies and procedures that comply with the Privacy Rule, Security Rule, and the HITECH Act. The Business Associate must obtain satisfactory assurances that any subcontractor(s) will appropriately safeguard PHI.
- c. **Mitigation.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. **Notice of Use or Disclosure, Security Incident or Breach.** Business Associate shall notify Metro of any use or disclosure of PHI by Business Associate not permitted by this Agreement, any Security Incident (as defined in 45 C.F.R. section 164.304) involving Electronic PHI, and any Breach of Protected Health Information within five (5) business days.
 - (i) Business Associate shall provide the following information to Metro within ten (10) business days of discovery of a Breach except when despite all reasonable efforts by Business Associate to obtain the information required, circumstances beyond the control of the Business Associate necessitate additional time. Under such circumstances, Business Associate shall provide to Metro the following information as soon as possible and without unreasonable delay, but in no event later than thirty (30) calendar days from the date of discovery of a Breach:
 - (1) The date of the Breach;
 - (2) The date of the discovery of the Breach;
 - (3) A description of the types of PHI that were involved;
 - (4) identification of each individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed; and
 - (5) Any other details necessary to complete an assessment of the risk of harm to the Individual.

- (ii) Business Associate shall cooperate with Metro in investigating the security breach and in meeting Metro's notification obligations under the HITECH Act and any other security breach notification laws.
 - (iii) Business Associate agrees to pay actual costs for notification after a determination by Metro that the Breach is significant enough to warrant such measures.
 - (iv) Business Associate agrees to establish procedures to investigate the Breach, mitigate losses, and protect against any future Breaches, and to provide a description of these procedures and the specific findings of the investigation to Metro in the time and manner reasonably requested by Metro.
 - (v) Business Associate shall report to Metro any successful: (1) unauthorized access, use, disclosure, modification, or destruction of Electronic Protected Health Information; and (2) interference with Business Associate's information systems operations, of which Business Associate becomes aware.
- e. **Compliance of Agents.** Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Metro, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. **Access.** Business Associate agrees to provide access, at the request of Metro, and in the time and manner designated by Metro, to Protected Health Information in a Designated Record Set, to Metro or, as directed by Metro, to an Individual, so that Metro may meet its access obligations under 45 CFR § 164.524, HIPAA and the HITECH Act.
- g. **Amendments.** Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Metro directs or agrees at the request of Metro or an Individual, and in the time and manner designated by Metro, so that Metro may meet its amendment obligations under 45 CFR § 164.526, HIPAA and the HITECH Act.
- h. **Disclosure of Practices, Books, and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Metro available to Metro, or at the request of Metro to the Secretary, in a time and manner designated by Metro or the Secretary, for purposes of determining Metro's compliance with the HIPAA Privacy Regulations.
- i. **Accounting.** Business Associate shall provide documentation regarding any disclosures by Business Associate that would have to be included in an accounting of disclosures to an Individual under 45 CFR § 164.528 (including without limitation a disclosure permitted under 45 CFR § 164.512) and under the HITECH Act. Business Associate shall make the disclosure Information available to Metro within thirty (30) days of Metro's request for such disclosure Information to comply with an individual's request for disclosure accounting. If Business Associate is contacted directly by an individual based on information provided to the individual by Metro and as required by HIPAA, the HITECH Act or any accompanying regulations, Business Associate shall make such disclosure Information available directly to the individual.
- j. **Security of Electronic Protected Health Information.** Business Associate agrees to: (1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Metro; (2) ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (3) report to Metro any security incident of which it becomes aware.
- k. **Minimum Necessary.** Business Associate agrees to limit its uses and disclosures of, and requests for, PHI: (a) when practical, to the information making up a Limited Information Set; and (b) in all other cases subject to the requirements of 45 CFR 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.
- l. **Compliance with HITECH Standards.** Business Associate shall comply with the HITECH Standards as specified by law.
- m. **Compliance with Electronic Transactions and Code Set Standards:** If Business Associate conducts any Standard Transaction for, or on behalf, of Metro, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the Code of Federal Regulations. Business Associate shall not enter into, or permit its subcontractor or agents to enter into, any Agreement in connection with

the conduct of Standard Transactions for or on behalf of Metro that:

- (i) Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard;
- (ii) Adds any Health Information elements or segments to the maximum defined Health Information Set;
- (iii) Uses any code or Health Information elements that are either marked “not used” in the Standard’s Implementation Specification(s) or are not in the Standard’s Implementation Specifications(s); or
- (iv) Changes the meaning or intent of the Standard’s Implementations Specification(s).

n. **Indemnity.** Business Associate shall indemnify and hold harmless Metro, its officers, agents and employees from and against any claim, cause of action, liability, damage, cost or expense, including attorneys’ fees, arising out of or in connection with any non-permitted use or disclosure of Protected Health Information or other breach of this Agreement by Business Associate or any subcontractor or agent of the Business Associate.

SECTION 3 - OBLIGATIONS OF METRO

a. Metro shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

b. Metro shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Metro has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

SECTION 4 – TERM, TERMINATION AND RETURN OF PHI

a. **Term.** The Term of this Agreement shall be effective when file in the office of the Metropolitan Clerk and shall terminate when all of the Protected Health Information provided by Metro to Business Associate, or created or received by Business Associate on behalf of Metro, is destroyed or returned to Metro, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section. The maximum length as outlined in the Master Contract Agreement or Purchase Order.

b. **Termination for Cause.** Upon Metro's knowledge of a material breach by Business Associate, Metro shall provide an opportunity for Business Associate to cure the breach or end the violation. Metro may terminate this Agreement between Metro and Business Associate if Business Associate does not cure the breach or end the violation within fourteen (14) days. In addition, Metro may immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not feasible.

c. **Obligations on Termination.**

(i) Except as provided in subsection (ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy as determined by Metro, all Protected Health Information received from Metro, or created or received by Business Associate on behalf of Metro. This provision shall apply to Protected Health Information that is in the possession of subcontractor or agents of the Business Associate. Business Associate shall retain no copies of the Protected Health Information. Business Associate shall complete such return or destruction as promptly as possible, but no later than sixty (60) days following the termination or other conclusion of this Agreement. Within such sixty (60) day period, Business Associate shall certify on oath in writing to Metro that such return or destruction has been completed.

- (ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Metro notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return

or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. If Metro does not agree that return or destruction of Protected Health Information is infeasible, subparagraph (i) shall apply. Business Associate shall complete these obligations as promptly as possible, but no later than sixty (60) days following the termination or other conclusion of this Agreement.

SECTION 5 - MISCELLANEOUS

- a. Regulatory References.** A reference in this Agreement to a section in HIPAA or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- b. Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Metro to comply with the requirements of HIPAA or the HITECH Act and any applicable regulations in regard to such laws.
- c. Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Agreement.
- d. Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Metro to comply with HIPAA or the HITECH Act or any applicable regulations in regard to such laws.
- e. Governing Law.** The validity, construction, and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that Business Associate may provide.
- f. Venue.** Any action between the parties arising from this Agreement shall be maintained in the courts of Davidson County, Tennessee.

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

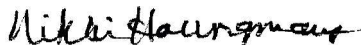
PRODUCER McGriff Insurance Services 8200 Greensboro Drive, Suite 1000 McLean, VA 22102-2924 703 352-2222	CONTACT NAME: PHONE (A/C, No, Ext): 703 352-2222 FAX (A/C, No): 866-925-7123 E-MAIL ADDRESS: _____ <div style="text-align: right; font-size: small;">INSURER(S) AFFORDING COVERAGE NAIC #</div> INSURER A : Atlantic Specialty Insurance Company 27154 INSURER B : Hanover Insurance Company 22292 INSURER C : Accredited Specialty Insurance Company 16835 INSURER D : _____ INSURER E : _____ INSURER F : _____
INSURED Bode Cellmark Forensics, Inc. 10430 Furnace Road, #107 Lorton, VA 22079	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			7110169860002	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 0 _____ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			7110169860002	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
A	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			7110169860002	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 _____ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N <input checked="" type="checkbox"/> N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			4060465220002	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab Prod/Compl Op's			7500002120002	01/01/2022	01/01/2023	\$ 10,000,000 Maximum Policy Aggregate (See Descrip of Op's)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Contract 6489776
Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as an Additional Insured with respect to General Liability Coverage where required by written contract per endorsement form VCG208 11/07.
 (See Attached Descriptions)

CERTIFICATE HOLDER Metropolitan Government of Nashville and Davidson County Purchasing Agent Metro Courthouse Nashville, TN 37201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

*There are No Owned Automobiles listed on the policy.

Insurer A - Policy No. 7500002120002 01/01/22-23 Products & Completed Operations Liability Limit \$10,000,000 Each/\$10,000,000 Aggregate, \$25,000 Retention.

Insurer A - Policy No. 7500002120002 01/01/22-23 Professional Liability \$10,000,000 Each/\$10,000,000 Aggregate, \$25,000 Retention.

Insurer B - Policy No. LHYD78867003 01/01/22-23 Employee Theft Limit \$1,000,000 Ded. \$15,000; Theft of Client Property Limit \$500,000 Ded. \$15,000.

Insurer C - Policy No. 2CIAVA17S010537 02/01/22 - 01/01/23 Cyber Liability & Privacy/Data Breach \$3,000,000 \$25,000 Ded.

Umbrella Liability follows form over General Liability (Policy #7110169860002), Auto Liability and Workers Compensation Coverages.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

@VANTAGE FOR GENERAL LIABILITY MEDTECH

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured – by Contract, Agreement or Permit relating to: <ul style="list-style-type: none"> o Work performed by you o Premises you own, rent, lease or occupy o Equipment you lease 	5. Duties in Event of Occurrence, Claim or Suit
2. Blanket Waiver of Subrogation	6. Expected or Intended Injury (PD)
3. Bodily Injury Redefined – Mental Anguish	7. Medical Payments
4. Coverage Territory – Worldwide	8. Mobile Equipment Redefined
	9. Newly Acquired or Formed Organizations
	10. Non-Owned Aircraft
	11. Non-Owned Watercraft
	12. Supplementary Payments Increased Limits

1. ADDITIONAL INSURED – CONTRACT, AGREEMENT OR PERMIT

- a. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you agreed in a written contract, written agreement or permit to provide insurance such as is afforded under this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of "your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
2. In the maintenance, operation or use of equipment leased to you by such person(s) or organization(s), or
3. In connection with premises you own, rent, lease or occupy.

This insurance applies on a primary or primary and non-contributory basis if that is required in writing by the contract, agreement or permit.

- b. The insurance provided to the additional insured herein is limited. This insurance does not apply:**

1. Unless
 - (a) the written contract, agreement or permit is currently in effect or becomes effective during the term of this policy; and
 - (b) the contract or agreement was executed or permit issued prior to the "bodily injury", "property damage", or "personal and advertising injury";
2. To any person or organization (your vendors) for "bodily injury" or "property damage" arising out of your products.
3. To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;
4. To any person or organization if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

5. To any:

- (a) Lessor of equipment after the equipment lease expires; or
- (b) Owners or other interests from whom land has been leased; or
- (c) Managers or lessors of premises if:
 - (1) The "occurrence" takes place after you cease to be a tenant in that premises; or
 - (2) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

6. To "bodily injury", or "property damage" occurring after:

- (a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
- (b) 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 part of the same project.

c. **Limits of Insurance** applicable to the additional insured are those specified in the contract, agreement or permit or in the Declarations of this policy, whichever is less, and fix the most we will pay regardless of the number of:

- 1. Insureds;
- 2. Claims made or "suits" brought; or
- 3. Persons or organizations making claims or bringing "suits".

These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

2. BLANKET WAIVER OF SUBROGATION

Section IV – Transfer of Rights of Recovery Against Others to Us Condition is amended to add the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.

3. BODILY INJURY REDEFINED – MENTAL ANGUISH

Under **Section V** the definition of "bodily injury" is replaced by the following:

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

4. COVERAGE TERRITORY – WORLDWIDE

The definition of "coverage territory" is replaced by the following:

"Coverage territory" means anywhere. However, the insured's responsibility to pay damages must be determined in a settlement we agree to or in a "suit" on the merits brought within the United States of America (including its territories and possessions), Puerto Rico or Canada.

5. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Duties In The Event Of Occurrence, Claim or Suit is amended by adding the following paragraphs:

- a. The requirements that you must
 - 1. notify us of an "occurrence" offense, claim or "suit" and
 - 2. send us documents concerning a claim or "suit"apply only when such "accident" claim, "suit" or "loss" is known to:
 - 1. You, if you are an individual;
 - 2. A partner, if you are a partnership;

3. An executive officer of the corporation or insurance manager, if you are a corporation; or
 4. A manager, if you are a limited liability company.
- b. The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report an "occurrence" to your workers compensation insurer which later develops into a liability claim for which coverage is provided by this policy. However, as soon as you have definite knowledge that the particular "occurrence" is a liability claim rather than a workers compensation claim, you must comply with the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**.

6. EXPECTED OR INTENDED INJURY (PROPERTY DAMAGE)

The **Expected Or Intended Injury** exclusion under **Coverage A Bodily Injury and Property Damage** is replaced by:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

7. MEDICAL PAYMENTS – INCREASED LIMITS AND TIME PERIOD

- a. In the Insuring Agreement under **Coverage C Medical Payments**, the requirement that expenses are incurred and reported to us within one year of the date of the accident is changed to three years.
- b. The Medical Expense Limit is \$10,000 per person or the amount shown in the Declarations as the Medical Expense Limit, whichever is greater.
- c. This provision 7. does not apply if **Coverage C – Medical Payments** is otherwise excluded either by the provisions of the Coverage Form or by endorsement.

8. MOBILE EQUIPMENT – SELF-PROPELLED SNOW REMOVAL, ROAD MAINTENANCE AND STREET CLEANING EQUIPMENT

The following is added to the "mobile equipment" definition:

Vehicles maintained primarily for purposes other than the transportation of persons or cargo that are self-propelled vehicles of less than 1,000 pounds gross vehicle weight with the following types of permanently attached equipment will be considered "mobile equipment":

- a. Snow removal;
- b. Road maintenance, but not construction or resurfacing; or
- c. Street cleaning.

9. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Under **Section II – Who Is An Insured**, the time period limitation for newly acquired or formed organizations is replaced by:

Coverage under this provision is afforded only until the 180th day after you acquire or form an organization or the end of the policy period; whichever is earlier.

10. NON-OWNED AIRCRAFT

- a. The **Aircraft, Auto Or Watercraft** exclusion under **Coverage A Bodily Injury And Property Damage Liability** does not apply to an aircraft that is:
 1. Hired, chartered or loaned with a paid crew; and
 2. Not owned by any insured.
- b. The insurance afforded by this provision 10. is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

11. NON-OWNED WATERCRAFT

- a. **Section II – Who Is An Insured** is amended to include as an insured for any watercraft that is covered by this policy, any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft. However, no person or organization is an insured with respect to:
 1. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
 2. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

- b.** In the exception to the **Aircraft, Auto Or Watercraft** exclusion under **Coverage A Bodily Injury And Property Damage Liability**, the limitation on the length of a watercraft is increased to 51 feet.
- c.** The insurance afforded by this provision **11.** is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

12. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

In the SUPPLEMENTARY PAYMENTS - Coverages **A** and **B** provision:

- a.** The limit for the cost of bail bonds is amended to \$2,500; and
- b.** The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.



Contract Standards Deviations

Contract Purchase Agreement 6489776,0: Contract Standards Deviations - 02-Mar-2022

Supplier	Bode Cellmark Forensics, Inc dba Bode Technology	Supplier Site	THE BODE TECHNO
Buyer	Ray, Terri Lynn	Amount	250,000.00
Contract Template	Master Goods and Services Contract		

Deviation Summary

Clause Deviations

Category	Non-Standard clauses	
Deviation	Section	Clause Title
Non-Standard clause added	5. TERMINATION	5.4. Notice by CONTRACTOR
Standard clause modified	1. GOODS AND SERVICES CONTRACT	1.1. 37:Heading
Standard clause modified	2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:	2.1. 35:Duties and Responsibilities
Standard clause modified	3. CONTRACT TERM	3.1. 36:Contract Term
Standard clause modified	4. COMPENSATION	4.1. 38:Contract Value
Standard clause modified	4. COMPENSATION	4.4. 27:Escalation/De-escalation
Standard clause modified	5. TERMINATION	5.1. 31:Breach
Standard clause modified	5. TERMINATION	5.2. 32:Lack of Funding
Standard clause modified	5. TERMINATION	5.3. 33:Notice by METRO
Standard clause modified	6. NONDISCRIMINATION	6.3. 230:Equal Business Opportunity (EBO) Program Requirement
Standard clause modified	7. INSURANCE	7.6. 251:Cyber Liability Insurance
Standard clause modified	8. GENERAL TERMS AND CONDITONS	8.17. 227:Iran Divestment Act
Standard clause modified	8. GENERAL TERMS AND CONDITONS	8.20. 67:Indemnification and Hold Harmless
Standard clause modified	8. GENERAL TERMS AND CONDITONS	8.24. 69:Force Majeure
Category	Standard clauses missing	
Deviation	Section	Clause Title
Optional clause removed	7. INSURANCE	7.2. 50:Products Liability Insurance
Optional clause removed	7. INSURANCE	7.7. 253:Abuse and Molestation Insurance
Optional clause removed	7. INSURANCE	7.9. 252:Technological Errors and Omissions Insurance

Policy Deviations

Deviation	Description	Line	Item	Item Description
	The contract has no Policy Deviations			



Contract Standards Deviations



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	5.4. Notice by CONTRACTOR
Section	5. TERMINATION
Deviation	Non-Standard clause added

Clause Text

CONTRACTOR may terminate this Contract with or without cause at any time upon thirty (30) days written notice to METRO. Should CONTRACTOR terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work through the effective date of termination as well as an invoice for all such work, and METRO shall pay to CONTRACTOR the amount invoiced and due for the work.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	1.1. 37:Heading
Section	1. GOODS AND SERVICES CONTRACT
Deviation	Standard clause modified

Clause Text

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County (METRO)** and **Bode Cellmark Forensics, Inc dba Bode Technology (CONTRACTOR)** located at **10430 Furnace Road, Suite 107, Lorton, VA 22079** resulting from an approved sole source form signed by Metro's Purchasing Agent. This Contract consists of the following documents:

- ***Any properly executed contract amendment (most recent with first priority),***
- ***This document, including exhibits,***
 - ***Exhibit A – Service Agreement and Price List***
 - ***Exhibit B – Affidavits***
 - ***Exhibit C – ISA Terms and Conditions***
- ***Purchase Orders (and PO Changes),***

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

Comparison to Standard

This contract is initiated by and between The Metropolitan Government of Nashville and Davidson County (METRO) ~~and~~ Enter Legal Name (CONTRACTOR) ~~and Bode Cellmark Forensics, Inc dba Bode Technology (CONTRACTOR)~~ located at ~~Enter Address, City, ST ZIP.~~ 10430 Furnace Road, Suite 107, Lorton, VA 22079 resulting from an approved sole source form signed by Metro's Purchasing Agent. This Contract consists of the following documents:

- ~~• Any~~
- Any properly executed contract amendment (most recent with first priority),
- ~~•~~
- This document, including exhibits,
- ~~•~~
- Exhibit ~~A~~ – {Enter Description (i.e. Hourly Rates)}
A – Service Agreement and Price List
- ~~•~~
- Exhibit ~~B~~ – {Enter Description (i.e. Task Details)}
B – Affidavits
- ~~• Exhibit C – {Enter Description (i.e.~~
- Exhibit C – ISA Terms ~~and Conditions}~~



Contract Standards Deviations

- ~~• The solicitation documentation for RFQ# [Enter Number] and affidavit(s) (all made a part of this contract by reference), Conditions~~
- ~~• Purchase~~
- ~~• Purchase Orders (and PO Changes), -~~
- ~~• CONTRACTOR's response to the solicitation,~~
- ~~• Equal Business Opportunity (EBO) Program forms (incorporated by reference).-~~



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	2.1. 35:Duties and Responsibilities
Section	2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:
Deviation	Standard clause modified

Clause Text

CONTRACTOR agrees to provide testing of forensic biological evidence.

Comparison to Standard

- CONTRACTOR agrees to provide ~~the goods and/or services as briefly described below and more fully defined in the solicitation.~~



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	3.1. 36:Contract Term
Section	3. CONTRACT TERM
Deviation	Standard clause modified

Clause Text

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

Comparison to Standard

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

~~—This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in~~
In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	4.1. 38:Contract Value
Section	4. COMPENSATION
Deviation	Standard clause modified

Clause Text

This Contract has an estimated value of \$250,000.00 as outlined in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

Comparison to Standard

This Contract has an estimated value of ~~-\${Agreement Amount}. The pricing details are included~~ \$250,000.00 as outlined in Exhibit A and are made a part of this Contract by reference. ~~CONTRACTOR~~ CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	4.4. 27:Escalation/De-escalation
Section	4. COMPENSATION
Deviation	Standard clause modified

Clause Text

This Contract is eligible for annual escalation/de-escalation adjustments and is capped at 5% using the Consumer Price Index (CPI) All Urban Consumers, US City Average 1982-84=100 . The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the **annual anniversary** of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's Office

Comparison to Standard

This Contract is eligible for annual escalation/de-escalation ~~adjustments. The~~ adjustments and is capped at 5% using the Consumer Price Index (CPI) All Urban Consumers, US City Average 1982-84=100 . The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to ~~the annual anniversary of~~ the annual anniversary of the filing of this Contract with the METRO Clerk's ~~Office. Any~~ Office. Any such adjustment, if approved by the Purchasing ~~Agent, shall~~ Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's ~~Office.~~_____

Office



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	5.1. 31:Breach
Section	5. TERMINATION
Deviation	Standard clause modified

Clause Text

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

Comparison to Standard

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

Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	5.2. 32:Lack of Funding
Section	5. TERMINATION
Deviation	Standard clause modified

Clause Text

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR. Should METRO terminate this Contract due to lack of funding, CONTRACTOR shall immediately cease work and deliver to METRO, within fifteen (15) days, all completed or partially completed satisfactory work, as well as an invoice for all such work, and METRO shall pay to CONTRACTOR the amount invoiced and due for the work.

Comparison to Standard

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

CONTRACTOR. Should METRO terminate this Contract due to lack of funding, CONTRACTOR shall immediately cease work and deliver to METRO, within fifteen (15) days, all completed or partially completed satisfactory work, as well as an invoice for all such work, and METRO shall pay to CONTRACTOR the amount invoiced and due for the work.

Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	5.3. 33:Notice by METRO
Section	5. TERMINATION
Deviation	Standard clause modified

Clause Text

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

Comparison to Standard

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



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	6.3. 230:Equal Business Opportunity (EBO) Program Requirement
Section	6. NONDISCRIMINATION
Deviation	Standard clause modified

Clause Text

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

Comparison to Standard

~~The consideration and contact of minority-owned and/or woman-owned business enterprises is required for a responsive offer to most solicitations. The provision of the Equal Business Opportunity (EBO) Program documents shall be part of each solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the~~ is not applicable ~~solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the~~ Equal Business Opportunity (EBO) Program, if applicable, in the execution of this Contract.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	7.6. 251: Cyber Liability Insurance
Section	7. INSURANCE
Deviation	Standard clause modified

Clause Text

Cyber Liability Insurance in the amount of three million (\$3,000,000.00) dollars (for companies that have access to personal information (SSN's Addresses of employees, customers or students)).

Comparison to Standard

Cyber Liability Insurance in the amount of five three million ~~-\$5,000,000.00~~ (\$3,000,000.00) dollars (for companies that have access to personal information (SSN's Addresses of employees, customers or students)).

Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	8.17. 227:Iran Divestment Act
Section	8. GENERAL TERMS AND CONDITONS
Deviation	Standard clause modified

Clause Text

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

Comparison to Standard

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

Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	8.20. 67:Indemnification and Hold Harmless
Section	8. GENERAL TERMS AND CONDITONS
Deviation	Standard clause modified

Clause Text

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

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

Comparison to Standard

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

~~A. Any~~

A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.

~~B. Any~~

B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

~~C. In~~

C. In any and all claims against METRO, its officers, agents, or employees, by any employee ~~of CONTRACTOR,~~ of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or ~~for CONTRACTOR~~ for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.

~~D. METRO~~

D. METRO will not indemnify, defend, or hold harmless in any ~~fashion CONTRACTOR~~

ORACLE

Contract Purchase Agreement 6489776,0

Contract Standards Deviations

fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document ~~that CONTRACTOR~~
that CONTRACTOR may provide. -

~~E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.~~



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	8.24. 69:Force Majeure
Section	8. GENERAL TERMS AND CONDITONS
Deviation	Standard clause modified

Clause Text

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

Comparison to Standard

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



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	7.2. 50:Products Liability Insurance
Section	7. INSURANCE
Deviation	Optional clause removed

Clause Text

In the amount of one million (\$1,000,000.00) dollars (If the CONTRACTOR is manufacturing or producing the goods purchased by METRO)



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	7.7. 253:Abuse and Molestation Insurance
Section	7. INSURANCE
Deviation	Optional clause removed

Clause Text

Abuse and molestation Insurance in the amount of one million (\$1,000,000.00) dollars.



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	7.9. 252:Technological Errors and Omissions Insurance
Section	7. INSURANCE
Deviation	Optional clause removed

Clause Text

Technological Errors and Omissions Insurance in the amount of one million (\$1,000,000.00) dollars(for software and hardware manufacturers & website designers).

Certificate Of Completion

Envelope Id: 0C441808B42C4C2FB1416A13014893BB

Status: Completed

Subject: Metro Contract 6489776 with Bode Cellmark Forensics, Inc dba Bode Technology (Police)

Source Envelope:

Document Pages: 68

Signatures: 7

Envelope Originator:

Certificate Pages: 17

Initials: 4

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

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

prg@nashville.gov

IP Address: 170.190.198.185

Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

3/2/2022 3:41:33 PM

prg@nashville.gov

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)



Sent: 3/2/2022 3:55:40 PM

Viewed: 3/2/2022 3:57:07 PM

Signed: 3/2/2022 3:57:21 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Samir Mehic

samir.mehic@nashville.gov

Security Level: Email, Account Authentication (None)



Sent: 3/2/2022 3:57:31 PM

Viewed: 3/2/2022 5:59:18 PM

Signed: 3/2/2022 6:00:12 PM

Signature Adoption: Drawn on Device

Using IP Address: 166.137.19.23

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 3/2/2022 5:59:18 PM

ID: dc5ccd94-7fb-43fe-9955-4f5ff70c6fed

Ernest Franklin

Ernest.Franklin@nashville.gov

Security Level: Email, Account Authentication (None)



Sent: 3/2/2022 6:00:22 PM

Viewed: 3/3/2022 7:50:08 AM

Signed: 3/3/2022 7:52:45 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Accepted: 3/3/2022 7:50:08 AM

ID: 34b6caf1-37ad-4af4-800c-78b0107335ee

Michael Cariola

mike.cariola@bodetech.com

President & CEO

Bode Cellmark Forensics, Inc.

Security Level: Email, Account Authentication (None)



Sent: 3/3/2022 7:52:55 AM

Viewed: 3/3/2022 7:53:55 AM

Signed: 3/3/2022 8:39:48 AM

Signature Adoption: Drawn on Device

Using IP Address: 184.167.88.67

Electronic Record and Signature Disclosure:

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

Accepted: 3/3/2022 7:53:55 AM
ID: 3bcf7d89-ac13-4ba0-90be-1fbd5bbd4bf2

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: 3/3/2022 8:39:59 AM
Viewed: 3/3/2022 3:53:01 PM
Signed: 3/3/2022 5:32:14 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Chief John Drake
john.drake@nashville.gov
Security Level: Email, Account Authentication
(None)

Chief John Drake

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.104

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Signed: 3/7/2022 10:48:14 AM

Electronic Record and Signature Disclosure:
Accepted: 3/7/2022 10:47:50 AM
ID: d75dd33a-46ae-4a83-8ef1-f3c78fa8189e

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: 3/7/2022 10:48:29 AM
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Signed: 3/7/2022 10:53:07 AM

Electronic Record and Signature Disclosure:
Accepted: 3/7/2022 10:52:37 AM
ID: 81e7ecf2-7ef3-4288-b999-ba1b280bdb41

Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication
(None)

Completed

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Signed: 3/7/2022 1:38:35 PM

Electronic Record and Signature Disclosure:
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Balgun Cobb
balgun.cobb@nashville.gov
Security Level: Email, Account Authentication
(None)

BC

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

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Signed: 3/7/2022 1:47:37 PM

Electronic Record and Signature Disclosure:
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ID: c23bdd2d-dcd6-45ee-842a-e2d734c2490d

Phylinda Ramsey
phylinda.ramsey@nashville.gov
Security Level: Email, Account Authentication
(None)

Phylinda Ramsey

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

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Resent: 3/10/2022 7:37:32 AM
Viewed: 3/10/2022 8:23:14 AM
Signed: 3/10/2022 9:01:23 AM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Austin Kyle
publicrecords@nashville.gov
Security Level: Email, Account Authentication
(None)

Austin Kyle

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Viewed: 3/10/2022 9:40:25 AM
Signed: 3/10/2022 9:40:52 AM

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.100

Electronic Record and Signature Disclosure:

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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication
(None)

VIEWED

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Using IP Address: 170.190.198.100

Electronic Record and Signature Disclosure:

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Carbon Copy Events	Status	Timestamp
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Terri Ray
Terri.Ray@nashville.gov
Senior Procurement Officer
Metropolitan Government of Nashville and Davidson
County
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 3/2/2022 3:55:40 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Christopher Wood
Christopher.Wood@nashville.gov
Director, BAO
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 3/10/2022 9:41:06 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Heather Watson
Heather.Watson@nashville.gov
Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

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<p>Renee contracts@bodetech.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 3/10/2022 9:41:18 AM
<p>Pamela Jarman pamela.jarman@bodetech.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 3/10/2022 9:41:22 AM
<p>Tabitha Bandy tabitha.bandy@bodetech.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 3/10/2022 9:41:26 AM
<p>Barbara Gmerek Barbara.Gmerek@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/27/2021 8:38:49 AM ID: 78b64bda-1224-43f3-9314-187e911cac6c</p>	COPIED	Sent: 3/10/2022 9:41:30 AM
<p>Allan White allan.white@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/26/2021 11:23:36 AM ID: ebda4978-c9d8-400e-8fab-6b01126ffa0b</p>	COPIED	Sent: 3/10/2022 9:41:34 AM Viewed: 3/10/2022 10:09:06 AM

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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	3/10/2022 9:41:34 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
SOLE SOURCE JUSTIFICATION FORM



SS #: 2021054

Date Received: Feb. 26, 2021

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

Proposed supplier MUST be Registered in iProcurement

Date: 2.23.21 Requesting Department/Agency/Commission: MNPD / Crime Lab
Requesting Official: Heather Watson Telephone #: 615.880.1206 This is for a multi-year contract.
Product/Service Description: Outsourcing of forensic biological evidence
Total Purchase (Enter the value for the entire contract life) Price: \$250,000
BU Number: 31121760 & CEBR 2020 Grant Fund #: 10101 & CEBR 2020 Grant Object Account: 502229 Any
Other Accounting Info: _____

Proposed Supplier: Bode Technology Proposed Supplier Contact: Pamela Jarman
Supplier Address: 10430 Furnace Road, Suite 107 City: Lorton ST: VA Zip: 22079
Supplier Telephone #: 571.317.4328 Supplier Email: Pamela.Jarman@bodetech.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: The MNPD Crime Lab was awarded the FY 2020 DNA Capacity Enhancement for Backlog Reduction (CEBR) Grant from the Bureau of Justice Assistance (BJA). Metro Council has approved the award. In the grant, Bode Technology was identified as an outsourcing vendor to provide testing of forensic biological evidence. This vendor has been vetted by the FBI and MNPD Crime Lab and meets international forensic accreditation standards. On page 4 of the attached grant narrative, the Lab identifies Bode Technology as one of the outsourcing vendors. Also attached is the accepting legislation.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: _____

Requesting Department Director's Signature of Approval: for COP Mello 2/25/21

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* [REDACTED]	
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Program Narrative

Description of the Issue

Issue 1: Increase Demand

The Metropolitan Nashville Police Department Crime Laboratory (MNPD-CL) provides services to all of Nashville and Davidson County, which encompasses 504.03 square miles. Davidson County has an estimated 686,492 residents, an increase of 84,311 (8,431/year; 162 per week; 1,362 people per square mile) since 2008. The rapid increase in population has resulted in a significant increase in the demand for forensic DNA testing services, as violent crimes also increased (Figures 1, 2, 3, and 4).¹

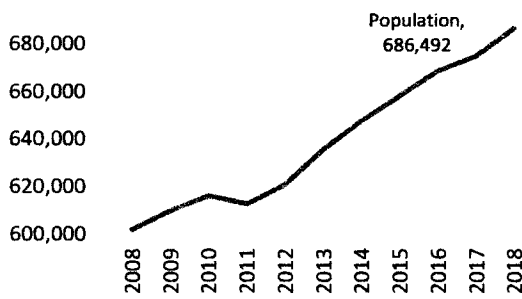


Figure 1. Population Growth

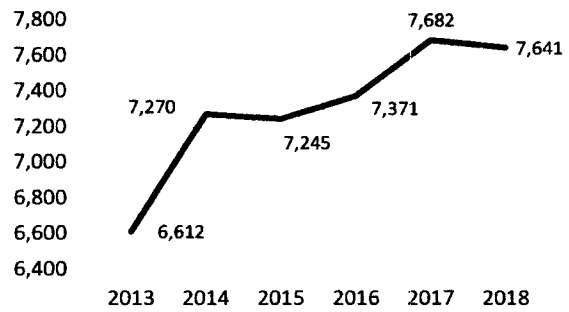


Figure 2. Violent Crime Rate

Violent crime has increased by 15.5% (Figure 2) over the last six years, with homicides increasing by 160% (Figure 3) and sexual assaults increasing by 9.8% (Figure 4).

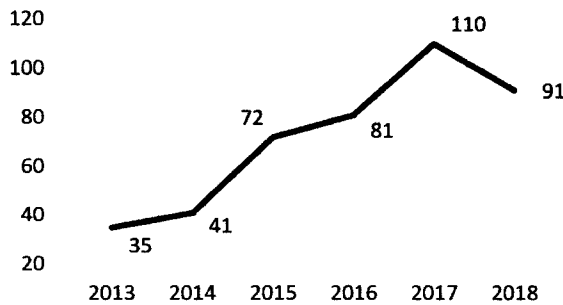


Figure 3. Homicide

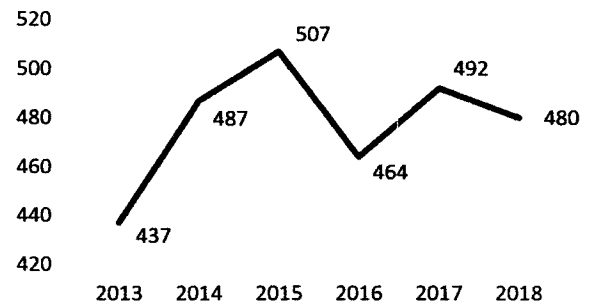


Figure 4. Sexual assault

¹ <https://ucr.fbi.gov/crime-in-the-u.s>

In May 2015, the Metropolitan Nashville Police Department (MNPDP) opened its own crime laboratory, becoming the first local laboratory in the State of Tennessee. At this time, Tennessee enacted legislation that requires 100% testing of sexual assault kits.² Because of this, the volume of DNA testing service requests for sexual assault cases to the MNPDP-CL increased by 223% (Figure 5).

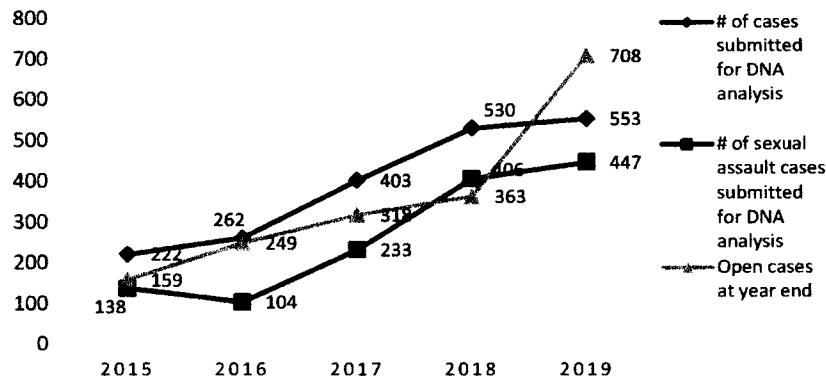


Figure 5

The MNPDP-CL has seen an overall increase in service requests for DNA analysis by 149% (Figure 5), negatively affecting backlog reduction and turnaround time.

Because of these trends, the number of incomplete cases on hand has also increased (Figure 5). As the population of Nashville and Davidson County continues to grow, the MNPDP-CL anticipates service requests for DNA testing will continue to rise.

Issue 2: Adequate Staffing

The MNPDP-CL Forensic Biology Unit (FBU) originally began in 2015 with (1) Supervisor who also functioned as the Unit's Technical Leader and CODIS Administrator, (3) Forensic Scientists, and (1) Technician. Since 2015, the FBU has incrementally increased its staffing by 150%, which meant that the FBU was constantly training new employees. This

² <https://openstates.org/tn/bills/109/HB1239/>

resulted in time being allocated from qualified staff to conduct the training, resulting in a backlog that quickly increased due to increase in demand.

The FBU is currently staffed by (1) Supervisor who also functions as the Unit's Technical Leader, (5) fully trained Forensic Scientists, and (4) staff in various stages of training. There is also (1) vacant Technician and (1) vacant Forensic Scientist position.

Bottleneck in DNA Processing

Based on issues 1 and 2, the bottleneck has been at case initiation by the FBU. By being able to utilize grant funds to outsource sexual assault cases for forensic DNA testing, the FBU will be able to increase its capacity to process more DNA samples more quickly by: 1) allowing the FBU to complete the hiring and training of trainees to get the unit to full staffing and operating capacity; 2) which will help reduce the number of forensic DNA cases and samples awaiting analysis (reduce/prevent a larger backlog), 3) decrease forensic case sample turnaround time, 4) continue providing services for other types of criminal incidents, and 5) more efficiently provide results to Department investigators so that they may detect any recidivistic activity and increase public safety.

Project Design and Implementation

Goal

The goal of this project is to increase the capacity of the FBU to 1) reduce/prevent a larger backlog of forensic DNA cases and samples awaiting analysis by increasing the number of samples analyzed and 2) to reduce forensic case and sample turnaround time, through outsourcing sexual assault cases to private vendors for forensic case sample analysis.



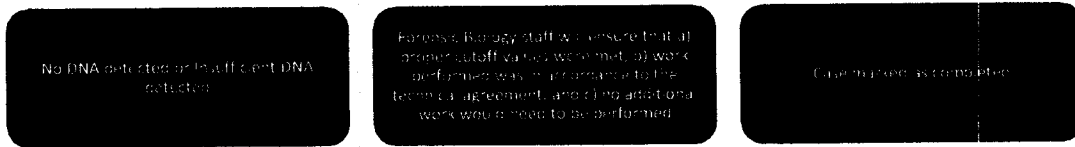
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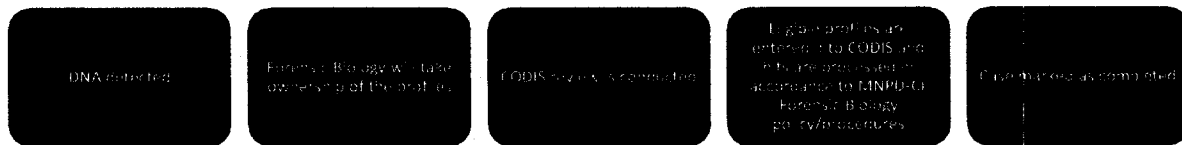
Sexual assault cases that are part of the backlog are easily identifiable using the Laboratory Information Management System (LIMS), which tracks the date of incident occurrence.

Permission to outsource cases will be obtained from the customer. The DNA Technical Leader will determine which cases are outsourced and when they will be shipped. The MNPD-CL Evidence Receiving Unit (ERU) will be responsible for organizing shipments.

Administrative tasks such as sending out official notifications of outsourcing to the customer and filing shipment records will be assigned to appropriate available personnel.

The FBU will ship approximately 45 sexual assault cases to one of the private vendor laboratories quarterly, with an estimated 90-day turnaround time. Once testing has been completed and the work has been reviewed by the FBU, the customer will be notified and the lab report provided. The FBU will categorize the result type for each case following the workflow below.





Being able to outsource sexual assault cases for forensic DNA testing will increase the capacity of the FBU by allowing the FBU to reach full capacity, thereby helping to reduce the number of forensic DNA cases and samples awaiting analysis as outsourcing and increased trained staff increases overall throughput, decreases turnaround time, and increases the ability to provide forensic DNA analytical services to other types of criminal incidents. In this manner, outsourcing would help fulfill the mission of the MNPD-CL's commitment to provide reliable, accurate and unbiased forensic science laboratory services to the MNPD and associated criminal justice system customers in the Metropolitan Nashville area. In order to obtain this goal, the MNPD-CL has identified (2) objectives.

Objective 1: Increase the number of samples analyzed

This objective is achieved through outsourcing of sexual assault kits to private vendors for forensic case sample analysis. This action will allow the FBU to complete the hiring and training of its 2 vacancies (1 technician and 1 forensic scientist) and dedicate qualified staff to assist in the training of the current trainees (1 technician and 3 forensic scientists) and the 2 new hires to help bring the unit to full staffing and capacity.

Increased capacity and full staffing will allow for more samples to be analyzed thereby helping to reduce the number of forensic DNA samples awaiting analysis to reduce the current backlog.

Objective 2: Reduce forensic case turnaround time

This objective is achieved through outsourcing of sexual assault kits to private vendors for forensic case sample analysis. While the training is in progress, the outsourcing of sexual assault kits will reduce forensic case sample turnaround time for sexual assault kits.

Objective 3: Address other forensic criminal cases

This objective is also achieved through outsourcing of sexual assault kits to private vendors for forensic case sample analysis. By alleviating the FBU of processing sexual assault kits, the FBU can more readily provide forensic DNA analytical services to other types of crimes, thereby helping to reduce the number of forensic DNA samples awaiting analysis to reduce the current backlog and reducing the turnaround time of other cases. This will ultimately allow the FBU to continue providing services for other types of criminal incidents, and more efficiently provide results to Department investigators so that they may detect any recidivistic activity and increase public safety

Expectations

Based on the rate that cases will be outsourced, the cost per sexual assault kit outsourced, and their expected completion, it is estimated that by outsourcing alone, the FBU will be able to reduce their backlog of cases and samples by at least 250 cases over the course of this grant period (see Milestones).

At the conclusion of this project, it is expected that by outsourcing sexual assault kits, the FBU will be able to process evidence related to other types of criminal incidents in a timelier manner and reduce its overall turnaround time, allowing for results to be more efficiently reported to investigative services to help increase public safety.

Outsourcing cases will also allow for the FBU to complete the hiring and training of trainees without incurring a higher backlog.

The MNPD-CL is actively providing forensic testing services to the Metropolitan Nashville and Davidson County community. As such, service requests are continuously being submitted and accepted by the MNPD-CL. As forensic DNA testing becomes more necessary and forensic DNA services become more valuable, the MNPD-CL expects to see continued increases in forensic DNA testing service requests that could negatively impact the DNA backlog. Other factors that could negatively impact the DNA backlog, turnaround time, and/or the FBU's capacity are issues with equipment and/or an unexpected decrease in staffing.

Sustainability Plan

It is expected that by the completion of this grant period, the FBU will have completed training of all current employees, achieve full staffing and capacity; unless reasons beyond the control of the MNPD-CL were to occur. By achieving fully trained staffing resources and utilizing the assistance of another accredited laboratory to help reduce the backlog of cases, the FBU will be in a better position to keep up with the flow of new forensic DNA testing requests.

Capabilities and Competencies

The MNPD-CL includes a FBU which provides DNA testing services. The evaluation of the cases eligible to be outsourced and the review of the returned cases will be assigned to available personnel in the FBU (resumes/CVs included). The entire process from evaluation for shipment to disposition of any CODIS hits will be overseen and managed by the DNA Technical Leader and CODIS Administrator respectively.

The scope of this project will be overseen by the MNPD-CL Quality Manager. This project also has the full support of the MNPD-CL's Assistant Director and Director.

The MNPCL is committed to continuous improvements and efficiency and has made every effort to obtain updated technology in automation, chemistries, and adequate staffing levels to meet the high demands of forensic DNA testing services. The FBU is equipped with automated extraction, quantification, amplification, and capillary electrophoresis instrumentation, software for data analysis, and chemistry kits that detect genetic markers approved by the FBI for entry into the CODIS database.

In terms of current staffing capabilities, (5) of the Forensic Scientists are fully trained and qualified; the CODIS Administrator is one of the fully trained and qualified Forensic Scientists; and the DNA Technical Leader has over 18 years of experience in the discipline of forensic DNA analysis. All participants who will be working on this project are or will be appropriately and sufficiently trained.

Plan for Collecting the Data Required for this Solicitation's Performance

Measures

Performance measure data will be derived from the current existing LIMS. The data will be inputted into the LIMS by appropriate personnel as each case is returned by the outsource laboratory, reviewed, and completed by the FBU staff. LIMS will serve as the metrics collection and storage medium.

To calculate the percent increase in DNA analysis throughput for the FBU, the reduction in response time for requests (turnaround time), the percentage decrease in the DNA backlog, and the percent of DNA profiles resulting in a CODIS match, Crystal reports written in the LIMS can collect and determine the sum of cases and samples submitted and completed, the average turnaround time, and the existing backlog during a reporting/grant period to be used for

comparison to the baseline backlog data. The FBU will also differentiate between cases and samples completed by the FBU versus those completed by the outsourcing laboratory.

CODIS hits are also tracked and reported. The combination of this data will provide the percent of CODIS matches.

The MNPCL-CL relies on its staff to accurately enter samples analyzed, cases completed, and DNA profiles entered into CODIS. The data will therefore be able to measure the impact of the federal funds provided for this project. All data is auditable as the MNPCL-CL retains all technical records from which the data is derived. All data entered and collected will be available for review for (3) years from the date of submission of the final federal financial report (SF-425) under the award, or as otherwise required by law.

The system for metric collection has been used for (5) years and has demonstrated its value and accuracy. These same metrics are used by the MNPCL-CL to determine areas of needed improvement. Once the data has been exported out of the LIMS, the DNA Technical Leader will be responsible for calculating the data for reporting.

Outsourced cases will be appropriately marked in the LIMS and records of manifests will be maintained. Information tracked will include the date that the case was outsourced, the date that the cases were marked completed, and the total amounts expended for each shipment, organized by date in order to account for each reporting period.

Baseline Backlog Data - Casework Laboratory

Number of untested/not completed forensic biology/DNA cases on hand on January 1, 2019.	255
Number of untested/not completed forensic biology/DNA cases more than 30 days old (backlogged) on January 1, 2019.	245
Please estimate percentage of the backlogged cases that were from property crimes.	15%
Number of new cases for forensic biology/DNA received in 2019.	553
Please estimate percentage of these cases that were from property crimes.	2.7%
Total number of forensic biology/DNA cases completed in 2019.	215
Please estimate percentage of these cases that were property crimes.	3.2%
Forensic biology/DNA cases closed by administrative means in 2019.	63
Number of untested/not completed forensic biology/DNA cases on hand on December 31, 2019.	699
Number of untested/not completed forensic biology/DNA cases more than 30 days old (backlogged) on December 31, 2019.	679
The average number of days needed to complete (including peer review and report) non-priority forensic DNA cases for calendar year 2019. Please indicate violent crime time with a "V" and the nonviolent crime time with "NV." If the applicant cannot separate violent and nonviolent cases, give the number with no other markings.	* V 302 NV 525

*The lab cannot separate priority from non-priority forensic DNA cases.

Milestones

Timeline	Milestone	Subtotal Shipped
October 2020	Ship 45 cases	45
Quarterly 2021	Ship 45 cases	225
January 2022	Ship 25 cases	250
Total Shipped Cases		250

Resolution RS2020-492

A resolution approving an application for a DNA Capacity Enhancement for Backlog Reduction Grant from the United States Department of Justice to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, to outsource sexual assault kits to private vendors for forensic case sample analysis to increase the efficiency and effectiveness of the Forensic Biology Unit.

WHEREAS, the United States Department of Justice is accepting applications for a DNA Capacity Enhancement for Backlog Reduction Grant with an award of \$230,875.00 and a required match of \$19,125.00; and,

WHEREAS, the Metropolitan Government is eligible to participate in this grant program; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant application be approved and submitted.

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

Section 1. That the Metropolitan Government's grant application for a DNA Capacity Enhancement for Backlog Reduction Grant, with an award of \$230,875.00, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Nashville Police Department is authorized to submit said application to the United States Department of Justice.

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

Sponsor(s)

Bob Mendes, Russ Pulley, Zulfat Suara, Joy Styles

Legislative History

Referred to	Budget and Finance Committee Public Safety, Beer, and Regulated Beverages Committee
Introduced	August 18, 2020
Adopted	August 18, 2020
Approved	August 19, 2020



By:

Requests for ADA accommodation should be directed to the Metropolitan Clerk at 615-862-6770.

Last Modified: 08/21/2020 1:21 PM



Metropolitan Nashville and Davidson County, TN

Legislation Details (With Text)

File #: RS2020-662 **Version:** 1 **Name:**

Type: Resolution **Status:** Passed

File created: 11/19/2020 **In control:** Metropolitan Council

On agenda: 12/1/2020 **Final action:** 12/1/2020

Title: A resolution accepting a DNA Capacity Enhancement and Backlog Reduction (CEBR) Program grant from the U. S. Department of Justice to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, to increase the capacity of publicly funded forensic DNA and DNA database laboratories.

Sponsors: Kyonzte Toombs, Jennifer Gamble, Tonya Hancock, Zulfat Suara

Indexes:

Code sections:

Attachments: 1. RS2020-662 Legislation Packet

Date	Ver.	Action By	Action	Result
12/2/2020	1	Mayor	approved	
12/1/2020	1	Public Safety, Beer, and Regulated Beverages Committee	approved	
12/1/2020	1	Metropolitan Council	adopted	
11/30/2020	1	Budget and Finance Committee	approved	

A resolution accepting a DNA Capacity Enhancement and Backlog Reduction (CEBR) Program grant from the U. S. Department of Justice to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, to increase the capacity of publicly funded forensic DNA and DNA database laboratories.

Whereas, the U. S. Department of Justice has awarded a DNA Capacity Enhancement and Backlog Reduction (CEBR) Program grant in an amount not to exceed \$230,869.00 with a required cash match of \$19,125.00 to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, to increase the capacity of publicly funded forensic DNA and DNA database laboratories; and,

Whereas, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant be accepted.

Now, therefore be it resolved by the Council of The Metropolitan Government of Nashville and Davidson County:

Section 1. That the DNA Capacity Enhancement and Backlog Reduction (CEBR) Program grant by and between the U. S. Department of Justice, in an amount not to exceed \$230,869.00, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, to increase the capacity of publicly funded forensic DNA and DNA database laboratories, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is

File #: RS2020-662, Version: 1

authorized to execute the same.

Section 2. That the amount of this grant is to be appropriated to the Metropolitan Nashville Police Department based on the revenues estimated to be received and any match to be applied.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This resolution accepts a DNA Capacity Enhancement and Backlog Reduction (CEBR) Program grant from the U.S. Department of Justice to the Metropolitan Nashville Police Department to increase the capacity of publicly funded forensic DNA and DNA database laboratories. The purpose of this federal grant program is to assist state and local crime labs with processing more DNA samples to reduce the backlog of samples awaiting analysis.

The MNPB Forensic Biology Unit will use the funds to outsource the forensic analysis of sexual assault kits to private labs. The grant is an amount not to exceed \$230,869 with a required local cash match of \$19,125. The local match will be provided out of the existing MNPB operating budget. The grant term is from October 1, 2020 until September 30, 2022.

SS #: 2021054

Feb. 26, 2021

Date Received: _____

To be completed by the Procurement Division

Vetting & Research Needed; Date Requested by Purchasing Agent _____

Sole Source is Approved for: multi year contract---source identified in legislation appd by Council

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

PURCHASING AGENT: Michelle R. Hernandez Lane **Date:** 3/5/2021 | 7:32 PM C

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
CONTRACT AMENDMENT JUSTIFICATION FORM**



CA #: A2024071

Date Received: Dec. 4, 2023

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

Contract Title: Forensic Biological Evidence Testing Contract Number: 6489776 Amendment Number: _____
 Requesting Department: MNPD Requesting Departmental Contact (Name & Number): Heather Watson
615.880.1206

Contractor's Business Name: Bode Cellmark Forensics, Inc dba Bode Technology
 Name of Contract Signatory: Renee Walker
 Contract Signatory Email Address: contracts@bodetech.com
 Address: 10430 Furnace Road, Suite 107 City: Lorton ST: VA Zip: 22079

Revision Accomplishes: Check all that apply

<input type="checkbox"/> Term Extension	New End Date: _____	Include revised schedule if necessary
<input checked="" type="checkbox"/> Contract Value Increase	Original Contract Amount <u>\$250,000</u> Previously Executed Amendment(s) Amount <u>\$0</u> Current Amendment Amount <u>\$750,000</u> Amendment % Increase <u>300%</u> Proposed Revised Contract Amount <u>\$1,000,000</u>	Include revised fee schedules, budget, and total contract value as appropriate
_____ Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
_____ Terms and Conditions Modification		Include applicable exhibits as appropriate along with appropriate redlines
_____ Other (Describe)		Include applicable documentation

ACCOUNTING INFORMATION:

BU Number: 31121760 Fund #: 10101 Any Other Accounting Info: _____

Procurement will route in DocuSign for signatures below

Department Requester 


 Requesting Department Director's Signature of Approval

12/6/2023 | 7:29 AM CST

 Date

CA #: A2024071

Date Received: Dec. 4, 2023

To be completed by the Procurement Division

Contract Amendment is Approved (Additional Comments: _____

_____)

Contract Amendment is Denied for _____

PURCHASING AGENT: Michelle R. Hernandez Lane **Date:** 12/28/2023 | 4:01 PM


Certificate Of Completion


Envelope Id: DFBB74690854CF0AC413A8C9C3547F6	Status: Sent
Subject: Metro Contract 6489776 Amendment 1 with Bode Cellmark Forensics, Inc dba Bode Technology (Police)	
Source Envelope:	
Document Pages: 102	Signatures: 10
Certificate Pages: 17	Initials: 4
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185


Record Tracking


Status: Original 4/3/2024 2:24:54 PM	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

Signer Events	Signature	Timestamp
Terri L. Ray Terri.Ray@nashville.gov Finance Manager Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 4/3/2024 2:38:49 PM Viewed: 4/3/2024 4:07:47 PM Signed: 4/3/2024 4:07:54 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	

Samir Mehic samir.mehic@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 4/3/2024 4:08:11 PM Viewed: 4/3/2024 4:09:20 PM Signed: 4/3/2024 4:10:01 PM
Electronic Record and Signature Disclosure: Accepted: 4/3/2024 4:09:20 PM ID: 03105a32-4679-477d-a655-07a095b3aafc	Signature Adoption: Pre-selected Style Using IP Address: 166.137.19.58 Signed using mobile	

Ernest Franklin Ernest.Franklin@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 4/3/2024 4:10:17 PM Viewed: 4/3/2024 4:11:50 PM Signed: 4/3/2024 4:19:22 PM
Electronic Record and Signature Disclosure: Accepted: 4/3/2024 4:11:50 PM ID: be4a5079-fe8b-44c2-adff-b268a0e77adb	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	

Michael Cariola mike.cariola@bodetech.com President & CEO Bode Cellmark Forensics, Inc. Security Level: Email, Account Authentication (None)		Sent: 4/3/2024 4:19:41 PM Viewed: 4/3/2024 4:23:36 PM Signed: 4/4/2024 11:52:54 AM
Electronic Record and Signature Disclosure:	Signature Adoption: Drawn on Device Using IP Address: 184.167.110.197	

Signer Events	Signature	Timestamp
<p>Accepted: 3/3/2022 7:53:55 AM ID: 3bcf7d89-ac13-4ba0-90be-1fd5bbd4bf2</p>		
<p>Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)</p>	<p><i>Michelle A. Hernandez Lane</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 4/4/2024 11:53:15 AM Viewed: 4/5/2024 6:18:44 PM Signed: 4/5/2024 6:19:24 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Chief of Police John Drake chiefofpolice@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Chief of Police John Drake</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.104</p>	<p>Sent: 4/5/2024 6:19:39 PM Viewed: 4/7/2024 1:44:39 PM Signed: 4/7/2024 1:44:55 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 4/7/2024 1:44:39 PM ID: 2393e049-f20d-485e-886d-4fd9aa9e24e</p>		
<p>Kevin Crumbo/tlo talia.lomaxodneal@nashville.gov Dep Dir of Finance Security Level: Email, Account Authentication (None)</p>	<p><i>Kevin Crumbo/tlo</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 136.58.18.164 Signed using mobile</p>	<p>Sent: 4/7/2024 1:45:12 PM Viewed: 4/7/2024 6:16:58 PM Signed: 4/7/2024 6:17:16 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 4/7/2024 6:16:58 PM ID: 5b3a6600-3f2c-4677-9d4c-121ed06ddb8d</p>		
<p>Kevin Crumbo/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Kevin Crumbo/mjw</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 4/7/2024 6:17:31 PM Viewed: 4/8/2024 12:18:16 PM Signed: 4/8/2024 12:42:11 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 4/8/2024 12:18:16 PM ID: c5367b08-31a3-47ba-9abf-1b582065625c</p>		
<p>Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>BC</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144</p>	<p>Sent: 4/8/2024 12:42:26 PM Viewed: 4/8/2024 12:57:22 PM Signed: 4/8/2024 12:57:31 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 4/8/2024 12:57:22 PM ID: dc0c99c9-f34d-4deb-bae0-b1809ef09a12</p>		

Signer Events	Signature	Timestamp
Phylinda Ramsey phylinda.ramsey@nashville.gov Security Level: Email, Account Authentication (None)	<i>Phylinda Ramsey</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 4/8/2024 12:57:45 PM Viewed: 4/8/2024 2:17:37 PM Signed: 4/8/2024 2:38:03 PM

Electronic Record and Signature Disclosure:

Accepted: 4/8/2024 2:17:37 PM
ID: c9bf53ef-ba0f-437b-bca4-47712cc8c0ce

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

Sent: 4/8/2024 2:38:23 PM
Viewed: 4/8/2024 2:41:46 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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

Jan Harvey
jan.harvey@nashville.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 2/26/2024 11:06:17 AM
ID: 9d89c1ef-08fe-4690-8b78-798be585440c

COPIED

Sent: 4/3/2024 2:38:49 PM

Renee Walker
contracts@bodetech.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 4/3/2024 4:19:41 PM
Viewed: 4/4/2024 11:51:39 AM

Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 4/8/2024 9:55:11 AM
ID: 8ec4e0c5-0cab-420c-97cd-1c3384e0644f

COPIED

Sent: 4/8/2024 2:38:19 PM

Phylinda Ramsey
phylinda.ramsey@nashville.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 4/8/2024 2:17:37 PM
ID: c9bf53ef-ba0f-437b-bca4-47712cc8c0ce

COPIED

Sent: 4/8/2024 2:38:21 PM

Carbon Copy Events	Status	Timestamp
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Austin Kyle
publicrecords@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 4/5/2024 8:59:41 AM
ID: 4e99f292-f578-4d68-bdde-bdb9243150d0

Jeremy Frye
jeremy.frye@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 3/14/2024 8:19:38 AM
ID: 81bda5e9-601f-479a-bf99-144bac270f1a

Heather Watson
Heather.Watson@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 12/4/2023 8:17:08 PM
ID: 434bea0a-a7e3-4a54-ab1e-c75cc20d9993

Amber Gardner
Amber.Gardner@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 2/29/2024 8:09:04 AM
ID: cd8aa37d-a7aa-4bf0-b2b8-ccdcdce0adb

Allan White
allan.white@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 3/22/2024 7:38:22 AM
ID: ba6cdcce-23bb-4165-bac4-21f55c727669

Barbara Gmerek
Barbara.Gmerek@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 2/28/2023 8:11:26 AM
ID: 04223041-e645-43f9-a1ab-4dad8771ad47

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/3/2024 2:38:49 PM
Certified Delivered	Security Checked	4/8/2024 2:41:46 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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