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FILED METROPOLITAN CLERK

FIRST AMENDMENT TO CONTRACT FOR TOURISM CONVENTION SALES AND MARKETING SERVICES

This Amendment modifies a Contract for Tourism Convention Sales and Marketing Services between the Metropolitan Government of Nashville and Davidson County ("Metro") and Nashville Convention & Visitors Corp. ("NCVC").

WHEREAS, the parties entered into Contract for Tourism Convention Sales and Marketing Services (#6506922; the "Contract"); and

WHEREAS the parties propose to amend the Contract as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Effective Date. This Amendment shall become effective only after its full execution and filing with the Metropolitan Clerk.
2. Extent of Modification. Except as modified herein, the provisions of the Contract shall remain in full force and effect.
3. Scope. The Contract is hereby amended by replacing the last two sentences of Paragraph 4.4 with the following:

To that end, in the event the annual hotel occupancy taxes allocated for the direct promotion of tourism in accordance with Title 7, Chapter 4 of the Tennessee Code Annotated exceed the amount budgeted in the Metro operating budget in a given fiscal year (the amount by which such allocated hotel occupancy taxes exceed the amount so budgeted being the "Excess Funds"), 100% of such Excess Funds shall be allocated to Contractor.

The Metropolitan Government of Nashville and
Davidson County

By: [Signature]
Director, Department of Finance

Approved as to form and legality:

[Signature]
Metropolitan Attorney

[Signature]
Metropolitan Mayor

Attest: [Signature]
Metropolitan Clerk

Nashville Convention & Visitors Corp.

By: [Signature]

Name: Christopher Scriden

Title: CEO

Contract Information

Contract & Solicitation Title: Tourism & Convention Sales and Marketing Services

Contract Summary: Contractor agrees to provide tourism & convention sales and marketing services as needed.

Contract Number: 6506922 Solicitation Number: 124218 Requisition Number: 4038228

Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): 342100

Type of Contract/PO: IDIQ Contract **Requires Council Legislation:** No

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

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

Estimated Start Date: 7/1/2022 Estimated Expiration Date: 6/30/2027 Contract Term: 60 Months

Estimated Contract Life Value: \$90,000,000.00 Fund:* 30044 BU:* 01103280

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Christina Alexander BAO Staff: Jeremy Frye

Procuring Department: Tourism Commission Department(s) Served: Tourism Commission

Prime Contractor Information

Prime Contracting Firm: Nashville Convention & Visitors Bureau ISN#: 4034

Address: 150 4th Ave N. Ste. G 250 City: Nashville State: TN Zip: 37219

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

Prime Company Contact: Andrea Arnold Email Address: andrea@visitmusiccity.com

Prime Contractor Signatory: Christopher Spyridon Email Address: butch@visitmusiccity.com

Disadvantaged Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program:

N/A Amount: 0 Percent, if applicable: 0

Equal Business Opportunity (EBO) Program:

Program Not Applicable Amount: 0 Percent, if applicable: 0

Federal Disadvantaged Business Enterprise:

No Amount: 0 Percent, if applicable: 0

* 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>Nashville Convention & Visit</u>	☐	<u>90.00</u>	<u>N/A</u>	<u>Awarded</u>
	☐			Select from the Following:
	☐			Select from the Following:
	☐			Select from the Following:

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 **Nashville Convention & Visitors Bureau** (CONTRACTOR), a private corporation located at **500 11th Avenue N. Ste. 650, Nashville TN 37203**. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
- *The solicitation documentation for RFQ# 124218 and affidavit(s) (all made a part of this contract by reference),*
- *Purchase Orders (and PO Changes),*
- *CONTRACTOR's response to the solicitation*

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

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide tourism convention sales and marketing services.

The activities and actions undertaken in the performance of this Contract represent the direct promotion activities required by Tenn. Code Ann. § 7-4-110(a)(1) and Section 5.12.060.A(1) of the Metropolitan Code (the "Hotel Occupancy Privilege Tax Legislation"), and the amount budgeted in the annual METRO operating budget ordinance is dedicated and available to CONTRACTOR to support and fund the activities.

In addition to the provision of direct promotions activities, CONTRACTOR agrees to provide meeting space and staffing support for the Metropolitan Tourism and Convention Commission in accordance with Ordinance No. BL2001-608.

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 July 1, 2022, upon the date this Contract is approved by all required parties and filed in expiration of the current contract with the Convention and Visitor's Corporation and will end on June 30, 2027

This Contract may be extended by Contract Amendment for one month, upon approval of filing by the Metropolitan Council, pursuant to Section 4.12.160 of the Metropolitan Code.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of **Ninety Million** dollars (**\$90,000,000.00**). Contract will be funded through receipts collected by METRO from the Hotel Occupancy Privilege Tax Legislation. 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.

4.4. Escalation/De-escalation

This Contract is not eligible for annual escalation/de-escalation adjustments.

"METRO acknowledges that, given CONTRACTOR's experience and expertise promoting Nashville for 18 years through a competitively-awarded contract, CONTRACTOR is best able to maximize METRO's return on investment for the promotion of tourism. METRO further acknowledges that the need for unbudgeted additional tourism promotion dollars often arises quickly and unexpectedly, such as a nationally-televised event or Nashville Predators playoff watch parties. To that end, in the event the annual hotel occupancy taxes allocated for the direct

promotion of tourism in accordance with Title 7, Chapter 4 of the Tennessee Code Annotated exceed the amount budgeted in the METRO operating budget in a given fiscal year, twenty-five percent (25%) of such excess funds shall be allocated directly to CONTRACTOR. The remaining seventy-five percent (75%) of such excess funds may be allocated to CONTRACTOR upon written request to the Director of Finance.”

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 every two weeks 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 nonconformity 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. Advance Payment

Notwithstanding any provision of this Contract to the contrary, CONTRACTOR shall submit an invoice for five hundred thousand (\$500,000.00) to be paid immediately upon commencement of the Contract Term from the hotel occupancy tax reserves. Combined with a previous pre-payment of five hundred thousand (\$500,000.00) results in the sum of a one million dollar (\$1,000,000.00) advance to CONTRACTOR (the “Advance”). At the end of the Contract Term, the Advance will be subtracted from the final payment to CONTRACTOR. If the CONTRACTOR is due less than one million dollars, CONTRACTOR shall reimburse METRO for the difference.’

4.8. Subcontractor/Subconsultant Payments

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

5. TERMINATION

5.1. Breach

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

5.2. Lack of Funding

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

5.3. Notice

METRO may terminate this Contract at any time upon one hundred eighty (180) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

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

6.2. Nondiscrimination Requirement

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

6.3. Covenant of Nondiscrimination

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

6.4. Americans with Disabilities Act (ADA)

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

7. INSURANCE

7.1. Proof of Insurance

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

7.2. 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).

7.3. General Liability Insurance

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

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. Such insurance shall:

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

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

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

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

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 certificate 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. 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 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.

8.4 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 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 outside of the scope of this Contract 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.

8.5. 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.

8.6 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 for the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Anti-virus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the with the Anti-virus 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

8.7. 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 and 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.

8.8 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.

METRO acknowledges that CONTRACTOR is a private entity that is party to contracts that are unrelated to the funding providing through this contract. To that end, and notwithstanding any other provision of this section to the contrary, CONTRACTOR's records pertaining to private contracts that do not involve the expenditure of any if the tourism promotion dollars allocated pursuant to this contract shall remain confidential to the fullest extent permitted by Tennessee law.

8.9 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.

8.10 METRO Property

Any METRO property, including but not limited to books, records, and equipment this in 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 produces solely and exclusively for the use and benefit of METRO during the performance of this Contract are deemed to be METRO property.

Notwithstanding the foregoing, CONTRACTOR shall retain ownership of its trademarked items and its independently developed, custom built database. METRO will not be permitted to license or sell any such trademarked or independently developed material embedded within any work product delivered pursuant to this Contract without CONTRACTOR's prior written consent.

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 .

8.11. 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.

8.12. 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.

8.13. 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.

8.14. 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 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.

8.15. Compliance with Laws

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

8.16. 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.

8.17. 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.

8.18. Ethical Standards

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

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

8.19 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 of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of 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 benefits acts.
- D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.
- E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

8.20. 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.

8.21. 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, 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.

8.22. 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.

8.23. Force Majeure

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

8.24. 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.

8.25. Venue

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

8.26. 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.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract 6506922

**PROCUREMENT DIVISION
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300
PRG@NASHVILLE.GOV**

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

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Nashville Convention & Visitors Corp
Attention: Christopher Spyridon
Address: 500 11th Ave. N., Ste. 650, Nashville, TN 37203
Telephone: 615-259-4735
E-mail: Butch@visitmusiccity.com

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

(THIS SECTION MUST BE COMPLETED)

Designated Agent: Nashville Convention & Visitors Corp
Attention: Christopher Spyridon
Address: 500 11th Ave. N., Ste. 650, Nashville, TN 37203
E-mail: Butch@visitmusiccity.com

[SPACE INTENTIONALLY LEFT BLANK]

Contract Number 6506922**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:**Sherry Franklin

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

Dept. Fin.**APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:**Michelle D. Hernandez Lane

Purchasing Agent

CL

Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:Kelly Flannery/TJE

Director of Finance

GLM

BA

APPROVED AS TO FORM AND LEGALITY:Ann Mikkelsen

Metropolitan Attorney

BL

Insurance

FILED BY THE METROPOLITAN CLERK:Austin Kyle

Metropolitan Clerk

1/6/2022 | 1:55 PM CST

Date

CONTRACTOR:Nashville Convention & Visitors Corp

Company Name

Cristopher Spyridon

Signature of Company's Contracting Officer

Cristopher Spyridon

Officer's Name

President /CEO

Officer's Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/22/2021

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

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

PRODUCER Anderson Benson Insurance 3322 West End Avenue Suite 500 Nashville TN 37203	CONTACT NAME: Becky Wallace PHONE (A/C, No, Ext): (615) 630-7803 FAX (A/C, No): (615) 630-7801 E-MAIL ADDRESS: becky@andersonbenison.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: The Cincinnati Indemnity Company	
INSURER B: NOVA Casualty Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2021-22 Liab-Cincinnati **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		EPP0583814	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						
	☐ NON-OWNED AUTOS ONLY						
A	☒ UMBRELLA LIAB			EPP0583814	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 7,000,000
	☐ EXCESS LIAB						AGGREGATE \$ 7,000,000
	☐ OCCUR						
	☐ CLAIMS-MADE						
	DED RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		CF1-WK-10000191-04	07/01/2021	07/01/2022	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: RFQ 124218

Metropolitan Government of Nashville & Davidson County its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured policy form GA4084 included in policy.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

George Anderson

© 1988-2015 ACORD CORPORATION. All rights reserved.

Additional Named Insureds

Other Named Insureds

Music City, Inc.	Corp Non-Profit Organization, Insured Multiple Names
Nashville Convention & Visitors Corp.	Operating Name Only, Insured Multiple Names
Rhythms of the South	Insured Multiple Names



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/24/2021

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PRODUCER K&K INSURANCE GROUP, INC. P.O. BOX 2338 FORT WAYNE, IN 46801	CONTACT NAME: EVENTS & ATTRACTIONS PHONE (A/C, No, Ext): 800-553-8368 FAX (A/C, No): 260-459-5624 E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: NATIONAL CASUALTY COMPANY</td> <td>11991</td> </tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: NATIONAL CASUALTY COMPANY	11991	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURED NASHVILLE CONVENTION & VISITORS BUREAU AND MUSIC CITY, INC. DBA : NASHVILLE CONVENTION & VISITORS CORP. 150 4TH AVENUE NORTH, STE G-250 NASHVILLE, TN 37219															

COVERAGES**CERTIFICATE NUMBER:** C133281**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ LIQUOR LIMITS - \$1,000,000/\$1,000,000 AGG GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	Y		KKO0000025837800	9/1/2021 12:01 AM	9/1/2022 12:01 AM	<table style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea Occurrence)</td><td>\$300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>EXCLUDED</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>UNLIMITED</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$5,000,000</td></tr> <tr><td>LEGAL LIAB TO PARTICIPANTS</td><td></td></tr> <tr><td>PROFESSIONAL LIABILITY</td><td></td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$300,000	MED EXP (Any one person)	EXCLUDED	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	UNLIMITED	PRODUCTS - COMP/OP AGG	\$5,000,000	LEGAL LIAB TO PARTICIPANTS		PROFESSIONAL LIABILITY	
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BODILY INJURY (Per person)																							
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PROPERTY DAMAGE (Per accident)																							
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION			XKO0000025838000	9/1/2021 12:01 AM	9/1/2022 12:01 AM	<table style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td>\$10,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$10,000,000</td></tr> </table>	EACH OCCURRENCE	\$10,000,000	AGGREGATE	\$10,000,000												
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AGGREGATE	\$10,000,000																						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT AD&D Primary Medical Excess Medical Weekly Indemnity																

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

RFQ 124218 METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY BY ADDITIONAL INSURED ENDORSEMENTS, BUT ONLY IN RESPECTS TO LIABILITY ARISING OUT OF THE ACTIVITIES OR OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER**CANCELLATION**

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON CO., ITS OFFICIALS, OFFICERS, EMPLOYEES AND VOLUNTEERS. PURCHASING AGENT 205 METRO COURTHOUSE NASHVILLE, TN 37201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/24/2021

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PRODUCER K&K INSURANCE GROUP, INC. P.O. BOX 2338 FORT WAYNE, IN 46801	CONTACT NAME: EVENTS & ATTRACTIONS PHONE (A/C, No, Ext): 800-553-8368 FAX (A/C, No): 260-459-5624 E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: NATIONAL CASUALTY COMPANY</td> <td>11991</td> </tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: NATIONAL CASUALTY COMPANY	11991	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURED NASHVILLE CONVENTION & VISITORS BUREAU AND MUSIC CITY, INC. DBA : NASHVILLE CONVENTION & VISITORS CORP. 150 4TH AVENUE NORTH, STE G-250 NASHVILLE, TN 37219															

COVERAGES**CERTIFICATE NUMBER:** C133281**REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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							PRODUCTS - COMP/OP AGG \$5,000,000
							LEGAL LIAB TO PARTICIPANTS
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A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			KKO0000025837900	9/1/2021 12:01 AM	9/1/2022 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB ☒ OCCUR X EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION			XKO0000025838000	9/1/2021 12:01 AM	9/1/2022 12:01 AM	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
							AD&D Primary Medical Excess Medical Weekly Indemnity

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

RFQ 124218 METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY BY ADDITIONAL INSURED ENDORSEMENTS, BUT ONLY IN RESPECTS TO LIABILITY ARISING OUT OF THE ACTIVITIES OR OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER**CANCELLATION**

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---	---

Metropolitan Government 615-252-423-929-2947

Subcontractor Report (List all proposed subcontractors, subconsultants, or suppliers regardless of their ownership status. SBE/SDV Primes should not enter this section.)

Note: MBE = Minority-owned business, WBE = Woman-owned business, SBE = Small business, SDV = Service Disabled Veteran-owned business

Your Firm's Name:

Nashville Convention & Visitors Corp.

Solicitation Title:

Tourism & Convention Sales and Marketing Services

Solicitation Number:

124218

Date:

8/18/2021

Subcontractor (Firm Name)	Address	City	St	Zip	Contact Name	
1965 - International Office Products	P. O. Box 50421	Nashville	TN	37205	Sherrie Jenkins-Frazzini	nashville@1965.com
Axis Security, Inc.	P. O. Box 2405	Johnson City	TN	37605	Jeanine Fowler	
Cushion Employer Services Corporation	1718 Church Street #330669	Nahsville	TN	37203	William Martin	bmartin@cushion.com
Hall Strategies	618 Church St., Ste 210	Nahsville	TN	37219	Joe Hall	joe@hallstrategies.com
Joyner & Hogan Company, Inc.	P.O. Box 280597	Nashville	TN	37228	Donna Joyner	
Riet Quality Office Supllies, Inc.	710 N. Washington St.	Kokomo	IN	46901	Kimberly Vaughn	KVaughn@riet.com
Snoyer Signs LLC	5764 Crossings Blvd	Nashville	TN	37013	Scott Snoyer	
The Maynard Group, Inc.	P. O. Box 330071	Nashville	TN	37203-0071	Jerry Maynard	jerry@jmaynard.com
The Nashville Convention & Visitors Corp. works with many small, minority and woman - owned businesses in the Nashville creative community who have never gone through the process to become certified in Metro's database, as they do not seek to do business with the city.						

Exhibit A

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JOHN COOPER, MAYOR

DEPARTMENT OF FINANCE

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

9/16/2021 | 3:38 PM CDT

Andrea Arnold
Nashville Convention & Visitors Bureau
150 4th Avenue N. Ste. G 250
Nashville TN 37219

Re: **RFQ # 124218, Tourism & Convention Sales and Marketing Services**

Dear Ms. Arnold:

The Metropolitan Government of Nashville and Davidson County (Metro) has completed the evaluation of submitted solicitation offer(s) to the above RFQ # 124218 for Tourism & Convention Sales and Marketing Services. This letter hereby notifies you of Metro's intent to award to Nashville Convention & Visitors Bureau, contingent upon successful contract negotiations. Please provide a certificate of Insurance indicating all applicable coverages within 15 business days of the receipt of this letter.

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

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

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

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

Sincerely,

Michelle A. Hernandez Lane

Michelle A. Hernandez Lane
Purchasing Agent

Cc: Solicitation File, Other Offerors

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

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

Procurement Division

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

www.Nashville.gov
Phone: 615-259-6180
Fax: 615-862-6179

Exhibit A

RFQ 124218 Tourism & Convention Sales and Marketing Services Evaluation Committee Score Sheet

Offeror	Nashville Convention & Visitors Bureau
Contract Acceptance	Yes
Experience and Qualification (30 Points)	30.00
Reference Projects (30 Points)	30.00
ProJet Approach (30 Points)	30.00
Diversity Practices Evaluation (10 Points)	0.00
Total Evaluation Scores	90.00

Evaluation Comments

Nashville Convention & Visitors Bureau
Strengths
Firm's proposal demonstrated effective COVID-19 protocols. Firm's proposal demonstrated staff retention, longevity of staff. Firm's proposal demonstrated firm's strong, positive reputation in industry. Firm's proposal demonstrated firm's cultural diversity, partnerships and bringing business to Nashville. Firm's project approach demonstrated a detailed plan to include highlighting new experiences in Nashville. Firm has 7 satellite office locations. Firm's proposal demonstrated that firm operates on data driven events (i.e. bookings, room nights, etc.), creativity and has the ability to pivot when needed (i.e. COVID, 4th of July, etc. (2020)). Firm's proposal demonstrated and provided all other required information with the exception of the weaknesses noted below.
Weaknesses
firm's proposal lacked detail for Internal policy and procedures for diversity and inclusion.

No BAO Programming Applicable to this solicitation

Certificate Of Completion

Envelope Id: B981432544E344DDA2F2808D3BDB3EF6	Status: Completed
Subject: Intent to Award - RFQ #124218 Tourism & Convention Sales & Marketing Services	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope 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	Holder: Procurement Resource Group	Location: DocuSign
9/16/2021 1:54:27 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
Michelle A Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro	Sent: 9/16/2021 1:59:46 PM Viewed: 9/16/2021 2:05:51 PM Signed: 9/16/2021 3:38:53 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

Status	Timestamp
Christina Alexander christina.alexander@nashville.gov Security Level: Email, Account Authentication (None)	Sent: 9/16/2021 3:38:56 PM Viewed: 9/17/2021 8:17:23 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign	

Witness Events

Notary Events

Envelope Summary Events

Status	Timestamps
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Certified Delivered	9/16/2021 2:05:51 PM
Signing Complete	9/16/2021 3:38:53 PM
Completed	9/16/2021 3:38:56 PM

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Payment Events	Status	Timestamps
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Envelope Id: 613A56710D86452680BE374AC5F9467A

Status: Completed

Subject: URGENT!!! Metro Contract 6506922 with Nashville Convention & Visitors Bureau (Tourism Commission)

Source Envelope:

Document Pages: 26

Signatures: 6

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

12/20/2021 9:16:51 AM

prg@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and

Location: DocuSign

Davidson County

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

Christina Alexander

christina.alexander@nashville.gov

Security Level: Email, Account Authentication
(None)

Sent: 12/20/2021 9:30:20 AM

Viewed: 12/20/2021 10:25:54 AM

Signed: 12/20/2021 10:26:26 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Gary Clay

gary.clay@nashville.gov

Asst. Purchasing Agent

Security Level: Email, Account Authentication
(None)

Sent: 12/20/2021 10:26:35 AM

Viewed: 12/20/2021 10:54:35 AM

Signed: 12/20/2021 10:54:57 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Greg McClarin

greg.mcclarin@nashville.gov

Security Level: Email, Account Authentication
(None)

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Viewed: 12/20/2021 11:31:45 AM

Signed: 12/20/2021 11:32:01 AM

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Accepted: 12/20/2021 11:31:45 AM

ID: 0f5c1644-2578-43e5-ac94-bef93f094076

Cristopher Spyridon

butch@visitmusiccity.com

President /CEO

Nashville Convention & Visitors Corp

Security Level: Email, Account Authentication
(None)

Sent: 12/20/2021 11:32:11 AM

Viewed: 12/20/2021 12:31:45 PM

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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 12/20/2021 12:32:24 PM Viewed: 12/20/2021 12:33:02 PM Signed: 12/20/2021 12:33:13 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sherry Franklin sherry.franklin@marriott.com Director of Sales & Marketing Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 12.23.240.72	Sent: 12/20/2021 12:33:23 PM Viewed: 12/20/2021 2:20:03 PM Signed: 12/20/2021 2:21:17 PM
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Kelly Flannery/TJE Tom.Eddlemon@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 12/20/2021 2:21:27 PM Viewed: 12/20/2021 2:23:20 PM Signed: 12/20/2021 2:23:47 PM
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Julie Conn Julie.Conn@nashville.gov Security Level: Email, Account Authentication (None)	Completed Using IP Address: 170.190.198.100	Sent: 12/20/2021 2:23:59 PM Resent: 12/21/2021 8:27:03 AM Resent: 12/21/2021 8:27:32 AM Viewed: 12/21/2021 8:56:00 AM Signed: 12/21/2021 9:03:02 AM
Electronic Record and Signature Disclosure: Accepted: 12/21/2021 8:56:00 AM ID: 74b3d9ce-9994-4ba1-acaf-db16b005c01d		
Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 12/21/2021 9:03:14 AM Viewed: 12/21/2021 10:21:38 AM Signed: 12/21/2021 10:32:33 AM
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Ann Mikkelsen ann.mikkelsen@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 12/30/2021 8:28:01 AM Resent: 1/3/2022 8:15:33 AM Resent: 1/4/2022 8:16:00 AM Resent: 1/5/2022 8:07:44 AM Resent: 1/6/2022 7:51:34 AM Viewed: 12/31/2021 9:42:15 AM Signed: 1/6/2022 1:51:32 PM

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Julie Conn Julie.Conn@nashville.gov Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 170.190.198.100	Sent: 12/21/2021 9:03:11 AM Viewed: 12/21/2021 9:10:58 AM Completed: 1/6/2022 1:56:05 PM
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Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Jeremy Frye jeremy.frye@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/6/2022 1:55:58 PM
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Benjamin Eagles benjamin.eagles@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/6/2022 1:56:00 PM
Electronic Record and Signature Disclosure: Accepted: 8/23/2021 8:59:25 AM ID: 5107be00-2da0-400f-9d86-9e4b3bbe0a4d		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/6/2022 1:56:02 PM
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Carbon Copy Events	Status	Timestamp
Mary Jo Wiggins MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/23/2021 8:16:17 AM ID: d2ea1d27-cf11-4c1e-a6f7-8d40771edd2e	COPIED	Sent: 1/6/2022 1:56:04 PM
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/6/2022 11:58:04 AM ID: 72901050-e4fe-4c39-9feb-755d5e8520f0	COPIED	Sent: 1/6/2022 1:56:05 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	1/6/2022 1:55:30 PM
Signing Complete	Security Checked	1/6/2022 1:55:47 PM
Completed	Security Checked	1/6/2022 1:56:05 PM
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Electronic Record and Signature Disclosure		