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Contract Abstract

Contract Information

Contract & Solicitation Title: CarlX Integrated Library System (ILS) Maintenance and Support

Contract Summary: Contractor agrees to provide software maintenance and support for the CarlX Integrated Library System (ILS).

Contract Number: 6493251 Solicitation Number: N/A Requisition Number: SS2021075

Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): N/A

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

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

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

Estimated Start Date: 05/18/2022 Estimated Expiration Date: 05/17/2027 Contract Term: 60 Months

Estimated Contract Life Value: $784,152.00 Fund:* 10101 BU:* 39104083

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

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: Terri Ray BAO Staff: Christopher Wood

Procuring Department: **Library** Department(s) Served: **Library**

Prime Contractor Information

Prime Contracting Firm: The Library Corporation ISN#: 3859

Address: 1 Research Park City: Inwood State: WV Zip: 25428

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

Prime Company Contact: John Burns Email Address: johnburns@tlcdelivers.com Phone #: 877-881-4005

Prime Contractor Signatory: Annette Murphy **Email Address: amurphy@tlcdelivers.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

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

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

Federal Disadvantaged Business Enterprise: No

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

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No

Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
The Library Corporation	☐	N/A	N/A	Approved Sole Source Form
	☐			Select from the Following:
	☐			Select from the Following:

DEPARTMENT of FINANCE DIVISION OF PURCHASES

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Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** (METRO) and **The Library Corporation** (CONTRACTOR) located at **1 Research Park, Inwood, WV 25428** 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 - Pricing***
  - ***Exhibit B - ISA Terms and Conditions***
  - ***Exhibit C -Affidavits***
- ***Purchase Orders (and PO Changes),***

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

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

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide software maintenance and support for the CarlX Integrated Library System (ILS).

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 $784,152.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

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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 not eligible for annual escalation/de-escalation adjustments.

4.5. Electronic Payment

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

4.6. Invoicing Requirements

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

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

4.7. Subcontractor/Subconsultant Payments

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

5. TERMINATION

5.1. Breach

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

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5.2. Lack of Funding

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

5.3. Notice

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

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

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

6.2. Nondiscrimination Requirement

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

6.3. Equal Business Opportunity (EBO) Program Requirement

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

6.4. Covenant of Nondiscrimination

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

6.5. Americans with Disabilities Act (ADA)

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

7. INSURANCE

7.1. Proof of Insurance

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

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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. Cyber Liability Insurance

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

7.6. Technological Errors and Omissions Insurance

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

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

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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.

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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.

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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.

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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.

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

8.12. Modification of Contract

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

8.13. Partnership/Joint Venture

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

8.14. Waiver

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

8.15. Employment

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

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

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

8.16. Compliance with Laws

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

8.17. Iran Divestment Act

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

8.18. 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.

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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 tooffer, give or agree to give any employee or former employee, or for any employeeor 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 oroffer of employment to be made by or on behalf of a subcontractor under acontract 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 andunderstand 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 insanctions, 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.

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.

8.21. 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.

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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 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.

8.25. 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: The Library Corporation
Attention: AnneJe Murphy
Address: 1 Research Park, Inwood, WV 25428
Telephone: 304-229-0100
Fax: N/A
E-mail: johnburns@tlcdelivers.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: CT Corporation System
Attention: N/A
Address: 300 Montvue Rd, Knoxville, TN 37919-5546
Email: N/A

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Contract Number 6493251

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:

Kent Oliver — SD

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

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle A. Hernandez Lane — BCC

Purchasing Agent — Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

kelly Flannery/TJE — BB

Director of Finance — BA

APPROVED AS TO FORM AND LEGALITY:

Macy Amos — BC

Metropolitan Attorney — Insurance

FILED BY THE METROPOLITAN CLERK:

Metropolitan Clerk — Date

CONTRACTOR:

THE LIBRARY CORPORATION

Company Name

Annette Murphy

Signature of Company's Contracting Officer

Annette Murphy

Officer's Name

CEO/PRESIDENT

Officer's Title

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Exhibit A - Pricing

Contract 6493251

Year 1	
CARL•X Software & Hosting	$126,673.00
iTiva & Maintenance	$3,568.40
Syndetics	$26,589.00
Annual Total	**$156,830.40**
Year 2	
CARL•X Software & Hosting	$126,673.00
iTiva & Maintenance	$3,568.40
Syndetics	$26,589.00
Annual Total	**$156,830.40**
Year 3	
CARL•X Software & Hosting	$126,673.00
iTiva & Maintenance	$3,568.40
Syndetics	$26,589.00
Annual Total	**$156,830.40**
Year 4	
CARL•X Software & Hosting	$126,673.00
iTiva & Maintenance	$3,568.40
Syndetics	$26,589.00
Annual Total	**$156,830.40**
Year 5	
CARL•X Software & Hosting	$126,673.00
iTiva & Maintenance	$3,568.40
Syndetics	$26,589.00
Annual Total	**$156,830.40**

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Exhibit A - Pricing

Contract 6493251

MFG	MODEL	DESCRIPTION	UNIT PRICE	SUPPORT PRICE
TLC	Data Refresh	Database Refresh from Production to Training or Test Environment	$ 1,600.00	N/A
TLC	Custom Report Generation	Customer report generation, daily rate	$ 1,600.00	N/A
TLC	Custom Development	Custom development, daily rate	$ 1,600.00	N/A
TLC	Technical Consulting	Technical consulting, daily rate	$ 1,600.00	N/A
TLC	Training	Onsite Training (travel expenses billed separately) -- Per Day	$ 1,600.00	N/A
TLC	Training	Remote Training (webinar) --Per Day	$ 1,100.00	N/A
TLC	Project Day	General Project Day --Single Day	$ 1,600.00	N/A
TLC	Project Day	General Project Day --Bundle of 8	$ 12,000.00	N/A
TLC	EDI	EDI Interface (per additional vendor)	$ 1,600.00	$ 500.00
TLC	EDI	EDI Interface (up to five additional vendor)	$ 500.00	$ 2,500.00
TLC	Self•Check Connect	Self•Check Connect Self-Check Module (<2.75MM Annual Circulation)	$ 4,000.00	$ 800.00
TLC	SaP	Suggest a Purchase -- patron purchase suggestions	$ 6,000.00	$ 1,200.00
TLC	ContentDM	ContentDM Integration with CARL•Connect Discovery	$ 4,000.00	$ 800.00
TLC	LibraryH3Ip	LibraryH3Ip IM Integration with CARL•Connect Discovery	$ 4,000.00	$ 800.00
TLC	ITS•MARC	Bibliographic records	$ 1,995.00	N/A
TLC	NovelBranch (Base Package)	The NovelBranch is an economical and fun way to provide library services to a large variety of indoor locations across your community. With an RFID equipped cabinet and a network connection you can allow patrons to check-out and return their books all in one simple and easy process! The NovelBranch can be customized.*	$ 28,000.00	$ 4,000.00
TLC	TAP-It	The TAP-It platform is the first interactive learning station designed to provide accessibility to all students. This technology recognizes the difference between an arm resting upon the screen and a finger or assistive device intentionally "tapping" or selecting an image. Providing an optimal interface or teaching students with special educational needs at their own pace, the TAP-It platform reinforces skills that can be transferred to other computer-based learning applications utilizing the Internet, educational software, or communication devices.*	$ 9,995.00	N/A
TLC	Mustang Professional Kiosk --55"with Windows Player	Specially designed for commercial market, this product features your choice of Built0In Media Player, AUO IPS high luminance panel and professional DCPI color adjustment technology.*	$ 3,600.00	N/A
TLC	Legends of Learning (one-year premium teacher license)	Legends of Learning helps teachers make their classrooms fun, engaging, and productive learning environments through research-driven, curriculum-based science games.*	$ 190.00	N/A
TLC	Legends of Learning (one-year school license, per school)	Legends of Learning helps teachers make their classrooms fun, engaging, and productive learning environments through research-driven, curriculum-based science games.*	$ 2,000.00	N/A
		IBM's Cognos Business Intelligence brings valuable insight into your data, such as: • Pull new title and item reports by dates and collections • Track usage and turnover percentages of titles helpful in adding to or weeding out collections • Gather statistics on library patronage by various time frames • Generate reports on borrowers based on information pulled from their circulation records (i.e., library fundraisers or special events based on their demographics) • Provide paper notifications to borrowers for overdue items, fines		

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IBM	IBM Cognos Analytics	or fees, or arrived holds • Reports are available for telephone notifications of arrived holds or overdue items Customized, fully formatted reports, graphs, notices, and other management information tools	$ 9,499.00	$ 1,899.00
SocialFlow	Publisher	SocialFlow Cadence Optimized Publisher -- Annual charge per Social Handle and unlimited users	$ 5,000.00	$ 5,000.00
SocialFlow	Publisher	SocialFlow Cadence Optimized Publisher -- Annual charge for 5 Social Handles and unlimited users	$ 24,000.00	$ 24,000.00
SocialFlow	Provision	SocialFlow Provisioning and Training (< 5 Handles)	$ 1,500.00	N/A
SocialFlow	Provision	SocialFlow Provisioning and Training (5 + Handles)	$ 3,000.00	N/A

*Shipping and handling fees are not included in the above pricing but will be calculated at market rate at the time of purchase.

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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.

6 **Technological Errors and Omissions Insurance.** Contractor will carry Technological Errors and Omissions Liability insurance in the amount of one million ($1,000,000.00) dollars. This is in addition to any other insurance requirement identified.

7 **Additional Cyber Liability Insurance.** Contractor will carry an additional four million ($4,000,000) dollars of Cyber Liability insurance, for a total of five million ($5,000,000) dollars of Cyber Liability insurance if they collect, store, and/or process any Metro Government Information that has not been specifically classified as public information by Metro.

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 CSP

Cloud Service Providers

1 Certifications and Compliance.

1.1. Contractor will, on at least an annual basis, hire a third party auditing firm to perform a Statement on Standards for Attestation Engagements (SSAE) No. 16 audit, or equivalent audit, on internal and external Contractor procedures and systems that access or contain Metro Data

1.2. Contractor shall adhere to SOC 1/SSAE 16 audit compliance criteria and data security procedures (or any successor report of a similar nature that is generally accepted in the industry and utilized by Contractor) applicable to Contractor. Upon Metro's request, Contractor will provide Metro with a copy of the audit results set forth in Contractor's SOC 1/SSAE 16 audit report

1.3. Metro shall have the right to terminate this Agreement (together with any related agreements, including licenses and/or Statement(s) of Work) and receive a full refund for all monies prepaid thereunder in the event that the Contractor fails to produce an acceptable SSAE-16/ SOC-1 Type II report

1.4. The Contractor will ensure that its environment is compliant with the control standards of FISMA (Federal Information Security Management Act) 44 U.S.C. § 3541, et seq.), NIST standards in FIPS 140-2, FIPS 180, FIPS 198-1, FIPS 199, FIPS 200, FIPS 201 and NIST Special Publications 800-53, 800-59, and 800-60. In addition, the Contractor must provide Metro with any documentation it requires for its reporting requirements within 10 days of a request.

1.5. Contractor agrees to comply with all applicable privacy laws.

2 **Data Security.** Metro data, including but not limited to data hosted, stored, or held by the Contractor in the Product(s) or in the platform operated by Contractor, or on any device owned or in the custody of Contractor, its employees, agents or Contractors, will be encrypted. Contractor will not transmit any unencrypted Metro Data over the internet or a wireless network, and will not store any Metro Data on any mobile computing device, such as a laptop computer, USB drive or portable data device, except where there is a business necessity and then only if the mobile computing device is protected by industry-standard encryption software approved by Metro.

3 **Use of Subcontractors.** The Contractor shall retain operational configuration and control of data repository systems used to process and store Metro data to include any or remote work. In the event that the Contractor has subcontract the operational configuration and control of any Metro data, Contractor is responsible for ensuring that any third parties that provide services to the Contractor meets security requirements that the Contractor has agreed upon in this contract.

4 **Location of Data.** The Contractor shall maintain all data within the United States, which means the 50 States, the District of Columbia, and outlying areas. The Contractor shall provide Metro with a list of the physical locations that may contain Metro data within 20 days with updates on a quarterly basis.

5 Personnel Access. The Contactor will require all employees who will have access to Metro data, the architecture that supports Metro data, or any physical or logical devices/code to pass an appropriate background investigation.

6 Asset Availability.

6.1. The Contractor must inform Metro of any interruption in the availability of the cloud service as required by the agreed upon service level agreement. Whenever there is an interruption in service, the Contractor must inform Metro of the estimated time that the system or data will be unavailable. The Contractor must provide regular updates to Metro on the status of returning the service to an operating state according to any agreed upon SLAs and system availability requirements.

6.2. The Contractor shall be responsible for maintaining and ensuring continued compatibility and interoperability with Metro's systems, infrastructure, and processes for the term of the contract. In the event of an unavoidable compatibility and interoperability issue, the Contractor shall be responsible for providing timely notification to Metro and shall be responsible for working with Metro to identify appropriate remedies and if applicable, work with Metro to facilitate a smooth and seamless transition to an alternative solution and/or provider.

7 Misuse of Metro Data and Metadata.

7.1. The Contractor shall not access, use, or disclose Metro data unless specifically authorized by the terms of this contract or a task order issued hereunder. If authorized by the terms of this contract or a task order issued hereunder, any access to, or use or disclosure of, Metro data shall only be for purposes specified in this contract or task order. Contractor shall ensure

that each of its employees and representatives, and any others (e.g., subcontractor employees) performing duties hereunder, shall, prior to obtaining access to any Metro data, sign a contract or task order specific nondisclosure agreement.

7.2. The Contractor shall use Metro-related data only to manage the operational environment that supports Metro data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer. A breach of the obligations or restrictions may subject the Contractor to criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and any other appropriate remedies by any party adversely affected by the breach.

8 Data Breach and Incident Reporting.

8.1. The Contractor will submit reports of cyber incidents through approved reporting mechanisms. The Contractor's existing notification mechanisms that are already in place to communicate between the Contractor and its customers may be used, as long as those mechanisms demonstrate a level of assurance, equivalent to the listed encrypted mechanisms, for the confidentiality and integrity of the information.

8.2. The Contractor will use a template format when reporting initial incidents by secure fax, telephonically, or by other electronic means. Initial reports may be incomplete. Reporting should balance the necessity of timely reporting (reports with critical information) versus complete reports (those with all blocks completed). Timely reporting is vital, and complete information should follow as details emerge.

8.3. In addition to the above, if the incident concerns a breach of PII or a potential breach of PII, the Contractor will report to the contracting officer's designee within 24 hours of the discovery of any data breach. The Contractor shall provide Metro with all information and cooperation necessary to enable compliance by the Contractor and/or Metro with data breach reporting and mitigation actions required by applicable law, regulation, policy, and this contract.

9 **Facility Inspections.** The Contractor agrees to have an independent third party or other industry recognized firm, which has been approved by Metro, conduct a security audit based on Metro's criteria as needed, but no more than once a year. The audit results and Contractor's plan for addressing or resolving of the audit results shall be shared with Metro within 20 days of the Contractor's receipt of the audit results.

10 Law Enforcement.

10.1. The Contractor shall record all physical access to the cloud storage facilities and all logical access to Metro data. This may include the entrant's name, role, purpose, account identification, entry and exit time.

10.2. If Metro data is co-located with the non-Metro data, the Contractor shall isolate Metro data into an environment where it may be reviewed, scanned, or forensically evaluated in a secure space with access limited to authorized Metro personnel identified by the Metro personnel, and without the Contractor's involvement.

11 **Maintenance.** The Contractor shall be responsible for all patching and vulnerability management (PVM) of software and other systems' components supporting services provided under this agreement to prevent proactively the exploitation of IT vulnerabilities that may exist within the Contractor's operating environment. Such patching and vulnerability management shall meet the requirements and recommendations of NIST SP 800-40, with special emphasis on assuring that the vendor's PVM systems and programs apply standardized configurations with automated continuous monitoring of the same to assess and mitigate risks associated with known and unknown IT vulnerabilities in the Contractor's operating environment. Furthermore, the Contractor shall apply standardized and automated acceptable versioning control systems that use a centralized model to capture, store, and authorize all software development control functions on a shared device that is accessible to all developers authorized to revise software supporting the services provided under this agreement. Such versioning control systems shall be configured and maintained to assure all software products deployed in the Contractor's operating environment and serving Metro are compatible with existing systems and architecture of Metro.

12 **Notification.** The Contractor shall notify Metro within 60 minutes of any warrants, seizures, or subpoenas it receives that could result in the loss or unauthorized disclosure of any Metro data. The Contractor shall cooperate with Metro to take all measures to protect Metro data from any loss or unauthorized disclosure that might reasonably result from the execution of any such warrant, seizure, subpoena, or similar legal process.

13 **Supply Chain**. The Contractor is responsible for exercising due diligence to use genuine hardware and software products that are free of malware.

14 **Service Level Agreements.** The Contractor shall work with Metro to develop a service level agreement, including defining roles, responsibilities, terms, and clear measures for performance by Contractor.

SECTION DEV

Development

1 **Source Code License/Source Code Escrow.** Source code is to be provided to either Metro Government or an escrow agent as a deliverable of any software development project or any other projects which requires code to be created as a deliverable and after any updates to code. CONTRACTOR must provide proof that all source code provided to Metro Government or to escrow agent is complete, up to date and includes all components necessary to function in production environment. Said source code shall be considered the Confidential Information of CONTRACTOR or its successor and Metro Government may only use, copy and/or modify the source code consistent with the purposes of this agreement.

1.1 Source Code License. CONTRACTOR agrees to provide Metro Government a source code license and will provide, as part of deliverable, source code that is developed as part of this contract, including any customizations. Source code to be provided in an agreed upon media and will be provided within 30 days after any updates. Any third party libraries used in the development of the software will also be included. Documentation provided must be sufficient for a developer versed in the applicable programming language to fully understand source code.

1.2 Source Code Escrow. In the event that (i) CONTRACTOR becomes insolvent or bankrupt, (ii) CONTRACTOR makes an assignment for the benefit of creditors, (iii) CONTRACTOR consents to a trustee or receiver appointment, (iv) a trustee or receiver is appointed for CONTRACTOR or for a substantial part of its property without its consent, (v) CONTRACTOR voluntarily initiates bankruptcy, insolvency, or reorganization proceedings, or is the subject of involuntary bankruptcy, insolvency, or reorganization proceedings, or (vi) CONTRACTOR announces that it has entered into an agreement to be acquired by a then named Competitor, then CONTRACTOR will negotiate in good faith to enter into a source code escrow agreement with a mutually agreed source code escrow company setting forth source code escrow deposit procedures and source code release procedures relating to the software provided as part of this contract. Notwithstanding the foregoing, the escrow instructions shall provide for a release of the source code to Metro Government only upon the occurrence of (a) the filing of a Chapter 7 bankruptcy petition by CONTRACTOR, or a petition by CONTRACTOR to convert a Chapter 11 filing to a Chapter 7 filing; (b) the cessation of business operations by CONTRACTOR; or (c) the failure on the part of CONTRACTOR to comply with its contractual obligations to Metro Government to comply with its maintenance and support obligations for a period of more than thirty (30) days after it has received written notice of said breach. In the event of a release of source code pursuant to this section, said source code shall continue to be the Confidential Information of CONTRACTOR or its successor in interest In the event of a release of source code to Metro Government from escrow, Metro Government may only use, copy and/or modify the source code consistent with the purposes of this agreement (or have a contractor who has agreed in writing to confidentiality provisions as restrictive as those set forth in this Agreement do so on its behalf).

2 **Mobile Applications Security.** CONTRACTOR shall have the ability/expertise to develop secure mobile applications. Specifically, an awareness of secure mobile application development standards, such as OWASP's Mobile Security project. Development should be able to meet at a minimum OWASP's MASVS-L1 security standard or a similar set of baseline security standards as agreed upon by Metro Government.

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; (b) identification of the systems, programs, networks and/or Metro Government Information affected by such incident; (c) preliminary impact analysis; (d) description and the scope of the incident; and (e) 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 NET

Network Security

1 Network Equipment Installation.

1.1 Contractor shall not install new networking equipment on Metro Government Network without prior written permission by the Metro Government ITS department. Contractor shall not make functional changes to existing network equipment without prior written consent of such from Metro Government ITS department.

1.2 Contractor shall provide the Metro Government ITS department contact with documentation and a diagram of any new networking equipment installations or existing networking equipment changes within 14 days of the new installation or change.

1.3 Contractor shall not implement a wireless network on any Metro Government site without the prior written approval of the Metro Government ITS contact , even if the wireless network does not connect to the Metro Government Network. Metro Government may limit or dictate standards for all wireless networking used within Metro Government facility or site.

2 Network Bridging. Contractor shall ensure that no system implemented or managed by Contractor on the Metro Government Network will bridge or route network traffic.

3 Change Management. Contractor shall maintain records of Contractor installations of, or changes to, any system on the Metro Government Network. The record should include date and time of change or installation (start and end), who made the change, nature of change and any impact that the change had or may have to the Metro Government Network, Metro Government system or Metro Government Information.

4 System / Information Access.

4.1 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.

4.2 Contractor shall only use Metro Government approved methods to configure Metro Government systems or application or grant access to systems.

4.3 Contractor shall use the Principle of Least Privilege when granting access to Metro Government Information, network or systems.

SECTION PAT

Patch Creation and Certification

1 **Security Patch Required.** Unless otherwise expressly agreed by Metro Government and Contractor, for Products that are no longer under performance warranty, Contractor shall provide no less than standard maintenance and support service for the Products, which service includes providing Security Patches for the Products, for as long as Metro Government is using the Products.

2 **Timeframe for Release.** For Vulnerabilities contained within the Product that are discovered by Contractor itself or through Responsible Disclosure, Contractor shall promptly create and release a Security Patch. Contractor must release a Security Patch: (i) within 90 days for Critical Vulnerabilities, (ii) within 180 days for Important Vulnerabilities, and (iii) within one (1) year for all other Vulnerabilities after Contractor becomes aware of the Vulnerabilities. For Vulnerabilities contained within the Product that have become publicly known to exist and are exploitable, Contractor will release a Security Patch in a faster timeframe based on the risk created by the Vulnerability, which timeframe should be no longer than thirty (30) days. For the avoidance of doubt, Contractor is not responsible for creation of Security Patches for Vulnerabilities in the Product that is caused solely by the Off-the-Shelf Software installed by Metro Government.

3 **Timeframe for Compatibility Certification.** Contractor shall promptly Certify General Compatibility of a Security Patch for third party software which the Product is dependent upon when such patch is released. For a Security Patch for Microsoft Windows Operating Systems, Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days, and shall Certify General Compatibility of an Important Security Patch within thirty (30) days, from the release of the patch. For Security Patches for Off-the-Shelf Software (OTS), Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days and Certify General Compatibility of an Important Security Patch within thirty (30) days from its release. For Security Patch for all other third party software or system, Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days and an Important Security Patch within thirty (30) days from its release. . Contractor shall publish whether the Security Patches are generally compatible with each related Product.

4 **Notice of Un-patchable Vulnerability.** If Contractor cannot create a Security Patch for a Vulnerability, or Certify General Compatibility of a Security Patch for OTS software, within the timeframe specified herein, Contractor shall notify Metro Government of the un-patchable Vulnerability in writing. Such notice shall include sufficient technical information for Metro Government to evaluate the need for and the extent of immediate action to be taken to minimize the potential effect of the Vulnerability until a Security Patch or any other proposed fix or mitigation is received.

5 **Vulnerability Report.** Contractor shall maintain a Vulnerability Report for all Products and Services and shall make such report available to Metro Government upon request, provided that Metro Government shall use no less than reasonable care to protect such report from unauthorized disclosure. The Vulnerability Report should (a) identify and track all known Vulnerabilities in the Products or Services on a continuing and regular basis, (b) document all Vulnerabilities that are addressed in any change made to the Product or Service, including without limitation Security Patches, upgrades, service packs, updates, new versions, and new releases of the Product or Service, (c) reference the specific Vulnerability and the corresponding change made to the Product or Service to remedy the risk, (d) specify the critical level of the Vulnerability and the applicable Security Patch, and (e) other technical information sufficient for Metro Government to evaluate the need for and the extent of its own precautionary or protective action. Contractor shall not hide or provide un-documented Security Patches in any type of change to their Product or Service.

6 **SCCM Compatibility for Windows Based Products.** Contractor Patches for Products that operate on the Microsoft Windows Operating System must be deployable with Microsoft's System Center Configuration Manager.

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 REM

Remote Access to Metro Government Network/System

1 B2B VPN or Private Circuit Requirements.

1.1 For Contractor's Business to Business ("B2B") or private circuit network connections which terminate on the outside of the Metro Government Network, Contractor must protect such connections by an International Computer Security Association Labs certified firewall.

1.2 Government may deny any traffic type due to risk and require Contractor to use a more secured protocol. Microsoft protocols such as those used in Window File Shares are considered risky and will not be allowed.

1.3 B2B Virtual Private Network ("VPN") connections to the Metro Government Network will only terminate on Metro Government managed network infrastructure.

1.4 Contractor shall authenticate the VPN to the Metro Government Network using at least a sixteen (16) character pre-shared key that is unique to the Metro Government.

1.5 Contractor shall secure the VPN connection using Strong Encryption.

1.6 Contractor shall connect to the Metro Government Network using a device capable of Site-to-Site IPSec support.

1.7 Contractor shall connect to the Metro Government Network using a device capable of performing policy-based Network Address Translation (NAT).

1.8 Contractor shall connect to the Metro Government Network through the Metro Government VPN concentrator.

1.9 Contractor shall not implement any form of private circuit access to the Metro Government network without prior written approval from the Metro Government ITS Department.

1.10 Metro Government reserves the right to install filtering or firewall devices between Contractor system and the Metro Government Network.

2 Requirements for Dial-In Modems.

2.1 If Contractor is using an analog line, the analog line shall remain disconnected from the modem when not in use, unless Metro Government has expressly authorized permanent connection.

2.2 Contractor shall provide the name of the individual(s) connecting to Metro Government Network and the purpose of the connection when requesting connectivity.

3 System / Information Access. 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.

4 Remote Access Account Usage.

4.1 Upon request, Contractor shall provide Metro Government with a list of active Agent user accounts and access levels and other information sufficient for Metro Government to deactivate or disable system access if it deems appropriate.

4.2 Contractor may not share Metro Government-issued ID's, or any user accounts which grant access to Metro Government Network or Metro Government systems.

4.3 Contractor Agent shall use unique accounts assigned to the Agent to perform work. Service accounts (or accounts that are configured and used by systems to gain access to information or other systems) may not be used by Contractor Agents to access any system.

5 Metro Government Network Access Requirements.

5.1 Contractor shall only use Contractor systems which are compatible with Metro Government Remote Access technology to access Metro Government Network. If Contractor does not have a system that is compatible, it is Contractor's responsibility to obtain a compatible system.

5.2 Contractor shall implement security controls to protect Metro Government Network from risk when its systems or Agents connect to the Metro Government Network. Such controls include, but are not limited to:

5.2.1 Installing and maintaining ICSA Labs certified Anti-virus Software on Contractor system and, to the extent possible, use real time protection features. Contractor shall maintain the Anti-virus Software in accordance with the Anti-virus Software Contractor's recommended practices.

5.2.2 Contractor may not access the Metro Government Network with systems that may allow bridging of the Metro Government Network to a non-Metro Government network.

5.2.3 Contractor shall only access the Metro Government Network with systems that have the most current Security Patches installed.

6 Use of Remote Support Tools on Metro Government Network.

6.1 Contractor shall connect to the Metro Government Network using only Metro Government provided or approved Remote Access Software.

6.2 Contractor shall not install or implement any form of permanent Remote Access (e.g., GotoMyPC) on the Metro Government Network or Metro Government systems.

7 Remote Control Software

7.1 Contractor may not install any form of Remote Control Software on systems that are maintained or administered by Metro Government without Metro Government's consent. Contractor is only allowed to install Remote Control Software on Contractor Managed Systems.

7.2 Remote Control Software must secure all network traffic using Strong Encryption.

7.3 Contractor shall ensure that Remote Control Software contained within the Product supports the logging of session establishment, termination, and failed login attempts. Each 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.). For Contractor Maintained Systems, Contractor shall ensure that such systems are configured to do the above.

7.4 Remote Control Software shall not provide escalation of user account privileges.

7.5 Contractor shall only access the Metro Government Network via Metro Government approved remote access methods. Contractor shall not supply Products, nor make configuration changes that introduce non-approved forms of Remote Access into the Metro Government Network.

SECTION SOFT

Software / System Capability

1 Supported Product.

1.1 Unless otherwise expressly agreed by Metro Government in writing, Contractor shall provide Metro Government only supported versions of the Product, which will not become “end of life” for at least 24 months. When the Product or Service requires third party components, Contractor must provide a Product that is compatible with currently supported third party components. Unless otherwise expressly agreed by Metro Government, Contractor represents that all third party components in its Product are currently supported, are not considered "end of life" by the third party provider of such components, and will not become "end of life" in less than 24 months from the date of acquisition by Metro Government.

1.2 If Open Source Software is incorporated into the Product, Contractor shall only use widely supported and active Open Source Software in the Product, and shall disclose such software to Metro Government prior to its acquisition of the Product.

1.3 Information transfers within applications and involving services should be done using web services, APIs, etc. as opposed to flat file information transport.

2 Software Capabilities Requirements.

2.1 Contractor shall disclose to Metro Government all default accounts included in their Product or provide a means for Metro Government to determine all accounts included in the Product.

2.2 Contractor shall not include fixed account passwords in the Product that cannot be changed by Metro Government. Contractor shall allow for any account to be renamed or disabled by Metro Government.

2.3 Contractor's Product shall support a configurable Session Timeout for all users or administrative access to the Product.

2.4 Contractor shall ensure that the Product shall transmit and store Authentication Credentials using Strong Encryption.

2.5 Contractor Products shall mask or hide the password entered during Interactive User Login.

2.6 Contractor shall ensure that Products provided can be configured to require a Strong Password for user authentication.

2.7 Contractor’s Product shall allow user accounts to be disabled after a configurable amount of failed login attempts over a configurable amount of time.

2.8 Contractor’s Product shall have the capability to require users to change an initial or temporary password on first login.

2.9 Contractor’s Product shall have the capability to report to Metro Government, on request, all user accounts and their respective access rights within three (3) business days or less of the request.

2.10 Contractor’s Product shall have the capability to function within Metro Governments Information Technology Environment. Specifications of this environment are available upon request.

3 Backdoor Software. Contractor shall not provide Products with Backdoor Software, including, without limitation, undocumented or secret access functions (e.g., accounts, authorization levels, over-rides or any backdoor). Contractor shall supply all information needed for the Metro Government to manage all access (local or remote) capabilities within the Product including denying of Remote Access entirely from any party including Contractor. Contractor shall not include any feature within the Product that would allow anyone to circumvent configured authorization remotely.

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 though 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.

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Exhibit C - Affidavits

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

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

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

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

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

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

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

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

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

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

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

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

And Further Affiant Sayeth Not:

Organization Name: THE LIBRARY CORPORATION

Organization Officer Signature: Annette Murphy

Name of Organization Officer: Annette Murphy

Title: CEO/PRESIDENT

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/28/2022

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

PRODUCER	CONTACT NAME: Nancy Stottlemyer	
Insurance Brokers of MD - Hagerstown	PHONE (A/C, No, Ext): (301) 790-0652	FAX (A/C, No): (301) 790-0962
13126 Pennsylvania Ave.	E-MAIL ADDRESS: nancy.stottlemyer@ibmofmd.com	
PO Box 3767	INSURER(S) AFFORDING COVERAGE	NAIC #
Hagerstown MD 21742	INSURER A : Twin City Fire Ins. Co.	29459
INSURED	INSURER B : Hartford A&I Co.	22357
The Library Corporation	INSURER C : Hartford Casualty Ins. Co.	29424
Carl Corporation and Tech-Logic Corporation	INSURER D : Hartford Fire Ins. Co.	19682
1 Research Park	INSURER E :	
Inwood WV 25428	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2022-2023 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	30SBAVK5698	05/08/2022	05/08/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	30UECFP3134	05/08/2022	05/08/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	30SBAVK5698	05/08/2022	05/08/2023	EACH OCCURRENCE AGGREGATE 	$ 6,000,000 $ 6,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	30WECAD2KBN	05/08/2022	05/08/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	E&O, Information Risk, Media Liability & First Party Expense-Claims Made			30TE0336969-22	05/08/2022	05/08/2023	Policy Aggregate Each Wrongful Act Retention	$5,000,000 $5,000,000 $ 25,000

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

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are additional insureds per general liability coverage form SS0008 (04/05) and automobile liability additional insured endorsement HA9916 (3/12). Contract 6493251

Forms available upon request

CERTIFICATE HOLDER

Purchasing Agent, Metropoliton Government of Nashville and Davidson
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

Nancy L. Stottlemyer

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AGENCY CUSTOMER ID: 00024288

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Insurance Brokers of MD - Hagerstown	**NAMED INSURED**
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Third Party Liability
Technology Professional Liability (E&O), Data Privacy and Network Security Liability (Cyber) and Media Liability
Technological E&O Included
$5,000,000- Aggregate Limit/Each Wrongful Act
First Party Expenses:
Crisis Management Expense- $5,000,000
Cyber Investigation Expense- $5,000,000
Data Privacy Regulatory Expense- $5,000,000
Notification and Identity Expense-$5,000,000
Cyber Extortion Expense- $5,000,000
Business Interruption Loss- $5,000,000
Data Restoration Expense- $5,000,000/$50,000 Retention
Other Retention - $25,000
except BI Loss- 12 Hr Deductible.
All above part of and not in addition to $5,000,000 Aggregate Limit
Claims-Made
E&O Retro Date- 9/2/2003
All Other- 5/8/2017
This summary is intended as a general description. Refer to the actual policy for description of coverages, terms and conditions.

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Contract Purchase Agreement 6493251,0: Contract Standards Deviations - 13-Apr-2022

Supplier	**The Library Corporation**	Supplier Site	**ACH 431263**
Buyer	**Ray, Terri Lynn**	Amount	**784,152.00**
Contract Template	**Master Goods and Services Contract**		

Deviation Summary

Clause Deviations

Category Non-Standard clauses		
Deviation	**Section**	**Clause Title**
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	6. NONDISCRIMINATION	6.3. 230:Equal Business Opportunity (EBO) Program Requirement
Standard clause modified	8. GENERAL TERMS AND CONDITONS	8.17. 227:Iran Divestment Act
Category Standard clauses missing		
Deviation	**Section**	**Clause Title**
Optional clause removed	7. INSURANCE	7.2. 50:Products Liability Insurance
Optional clause removed	7. INSURANCE	7.3. 188:Professional Liability Insurance
Optional clause removed	7. INSURANCE	7.7. 253:Abuse and Molestation Insurance

Policy Deviations

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

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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 **The Library Corporation** (CONTRACTOR) located at **1 Research Park, Inwood, WV 25428** 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 - Pricing***
  - ***Exhibit B - ISA Terms and Conditions***
  - ***Exhibit C - Affidavits***
- ***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)~~
The Library Corporation (CONTRACTOR) located at ~~Enter Address, City, ST ZIP.~~
1 Research Park, Inwood, WV 25428 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)]~~
Pricing

~~●~~
● Exhibit B ~~- [Enter Description (i.e. Task Details)]~~

~~● Exhibit C~~ - ~~[Enter Description (i.e.~~ ISA Terms and ~~Conditions)]~~
Conditions

~~● The solicitation documentation for RFQ# [Enter Number] and affidavit(s) (all made a part of this contract by reference),~~
● Exhibit C - Affidavits

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Contract Standards Deviations

~~● Purchase~~
● Purchase Orders (and PO Changes), ~~-~~

~~● CONTRACTOR's response to the solicitation,~~

~~● Equal Business Opportunity (EBO) Program forms (incorporated by reference).~~

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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 software maintenance and support for the CarlX Integrated Library System (ILS).

Comparison to Standard

CONTRACTOR agrees to provide ~~the goods and/or services as briefly described below~~ software maintenance and ~~more fully defined in~~ support for the ~~solicitation.~~ CarlX Integrated Library System (ILS).

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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.

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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 $784,152.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

Comparison to Standard

This Contract has an estimated value of ~~$[Agreement Amount].~~ $784,152.00. The pricing ~~details are~~ details are included ~~in Exhibit~~ 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.

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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 not eligible for annual escalation/de-escalation adjustments.

Comparison to Standard

This Contract is not eligible for annual escalation/de-escalation ~~adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the 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.~~

adjustments.

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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

The 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~~ 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.

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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.

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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)

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Deviation Category	Standard clauses missing
Clause Title	7.3. 188:Professional Liability Insurance
Section	7. INSURANCE
Deviation	Optional clause removed

Clause Text

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

DocuSign Envelope ID: 17318182-CD59-4B66-AB8D-9D2F2E5AF271

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.

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

SS #: 2021075

Date Received: April 9, 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: 04/04/21 Requesting Department/Agency/Commission: Nashville Public Library

Requesting Official: Jennifer Lane Telephone #: 615-880-1622 This is for a multi-year contract.

Product/Service Description: CarlX integrated library system (ILS)

Total Purchase *(Enter the value for the entire contract life)* Price: $784,152.00

BU Number: 39104083 Fund #: 10101 Object Account: 502920 Any Other Accounting Info: _____

Proposed Supplier: The Library Corporation Proposed Supplier Contact: Don West

Supplier Address: 1355 S. Colorado Blvd City: Denver ST: CO Zip: 80222

Supplier Telephone #: 303-758-3030 Supplier Email: dwest@tlcdelivers.com

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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 item listed in R4.12.060.05

If Other, Explain Request:

Please see attached.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: JH

Requesting Department Director's Signature of Approval: Kent Oliver

Date: 4/13/2021 | 8:28 AM CDT

DocuSign Envelope ID: 17318182-CD59-4B66-AB8D-9D2F2E5AF271

SS #: 2021075

Date Received: April 9, 2021

To be completed by the Procurement Division

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

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

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

PURCHASING AGENT: Michelle A. Hernandez Lane Date: 4/21/2021 | 9:56 AM

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Nashville Public Library (NPL) started the RFP process five years ago to consolidate the Library's and Metro Nashville Public Schools' (MNPS) Integrated (automated) Library System (ILS). This effort was to provide integrated access for all MNPS schools to use our system through the Limitless Libraries program. Although The Library Corporation (TLC) was awarded the contract based on the criteria needed for an integrated MNPS/NPL system, MNPS was already using a version of the TLC software which made consolidating the two systems easier. The launch of the integrated ILS greatly improved MNPS access to NPL's library catalogue and provided efficiencies in fulfilling Limitless Library requests to MNPS students.

The CarlX/Carl Connect ILS that TLC launched is now the core software used by NPL as well as MNPS libraries. (NPL provides the ILS to Schools as a service.) Internally, the investment of time spent on installing, configuring, testing, integrating, training staff, updating processes, etc., during our migration to CarlX was approximately 2,000 hours per IT staff person (team of 5) (equaling 10,000 hours), plus untold hours spent by non-IT staff people learning the system and reporting issues.

The need for continued use of a shared ILS for both NPL and MNPS to access is vital to this partnership's success and the paramount consideration for this sole source request. MNPS has expressed they do not have the capacity available to migrate and implement a new system with another vendor at this time. Our partnership with MNPS requires a fully functional online circulation client for their use while NPL needs a robust ILS system. TLC developed much of the Carl Connect functionality specifically based on MNPS/NPL requirements for use. The software is proprietary in that there is no way to plug in a different ILS system to the existing program in use. The ILS is an enterprise software – where change to a new vendor or product every five years would drain resources and be untenable for the MNPS/NPL partnership to sustain.

The above total purchase price is for five years of system hosting and support for the TLC ILS.

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Solutions that Deliver

07.01.2021 – 06.30.2022	
CARL•X Software & Hosting	$126,673.00
iTiva & Maintenance	$3,568.40
Syndetics	$26,589.00
Annual Total	**$156,830.40**
07.01.2022 – 06.30.2023	
CARL•X Software & Hosting	$126,673.00
iTiva & Maintenance	$3,568.40
Syndetics	$26,589.00
Annual Total	**$156,830.40**
07.01.2023 – 06.30.2024	
CARL•X Software & Hosting	$126,673.00
iTiva & Maintenance	$3,568.40
Syndetics	$26,589.00
Annual Total	**$156,830.40**
07.01.2024 – 06.30.2025	
CARL•X Software & Hosting	$126,673.00
iTiva & Maintenance	$3,568.40
Syndetics	$26,589.00
Annual Total	**$156,830.40**
07.01.2025 – 06.30.2026	
CARL•X Software & Hosting	$126,673.00
iTiva & Maintenance	$3,568.40
Syndetics	$26,589.00
Annual Total	**$156,830.40**

TLC Denver
1355 S. Colorado Blvd., Suite C800 • Denver, CO 80222
Phone: 877.694.1452 or 303.758.3030
FAX: 303.758.0606

TLC Headquarters • The Library Corporation
Research Park • Inwood, WV 25428-9733
Phone: 800.325.7759 or 304.229.0100
FAX: 304.229.0295
www.TLCdelivers.com

TLC International
453 East Coast Road
#03-18 • Singapore 429026
Email: apsales@TLCdelivers.com

DocuSign Envelope ID: 17318182-CD59-4B66-AB8D-9D2F2E5AF271

Sole Source Review

Sent for Review:	04/19/2021	**Reviewed**	04/19/2021	**Returned**	04/19/2021
Reviewed By:	Z.A.K.				

Recommendation:	**Approve**	**Department:**	Libraries
Supplier:	The Library Corporation	**Pricing:**	$785,000.00
Description:	Upgrade/maintenance for integrated library software.	**Method:**	One-time purchase.

Procurement Code: MC 4.12.060

Procurement Regulations: R4.12.060.05 (b) Items Approved for Sole Source Procurement

Justification: Maintenance of high-technology equipment and systems.

Review: Under section 4.12.060.05 (b) of the procurement regulations, a contract may be awarded without competition when the purchasing agent determines it meets the definition of items approved for sole source procurement.

This request is to upgrade and maintain the existing integrated library system (ILS) currently in joint-use by the department and Metro Nashville Public Schools (MNPS). If the requested good/service is found to meet the definition of high technology equipment and systems, a sole source may be recommended.

An integrated library system is an enterprise resource planning (ERP) system for libraries, used to track items owned, orders made, bills paid, and patrons who have borrowed.

Generally, ILS technology is comprised of three layers: a database, software to administer said database, and two user interfaces (one for the public and one for internal users). The system is highly integrated with not only the departments other functions, but other governmental functions. An ILS meets the definition of high-technology system.

The requested operations, maintenance, and upgrades are necessary to continue secure use of the current integrated library system. Therefore this is not a request to procure a new item, but to maintain and upgrade one already in use. This meets the definition of maintenance.

Based on the above, a sole source is recommended pursuant to R4.12.060.05 (b)[1].

[1] Note: the proposed ILS runs on Oracle, Metro General Government's enterprise system; therefore, R4. 12.060.02(a) relative to compatibility may also be utilized to justify a sole source.

Certificate Of Completion

Envelope Id: ADA612D0373846DA81E06570BF8C4726
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Subject: Sole Source Form for Public Library - SS2021075 The Library Corporation
Source Envelope:
Document Pages: 5
Signatures: 2
Certificate Pages: 16
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

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

Record Tracking

Status: Original
4/9/2021 2:53:08 PM
Holder: Procurement Resource Group
prg@nashville.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Judy Cantlon Judy.Cantlon@nashville.gov Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 170.190.198.185	Sent: 4/9/2021 2:57:25 PM Viewed: 4/9/2021 2:59:24 PM Signed: 4/9/2021 2:59:47 PM
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Jessica Horn Jessica.Horn@nashville.gov Security Level: Email, Account Authentication (None)	JH Signature Adoption: Pre-selected Style Using IP Address: 170.190.43.1	Sent: 4/9/2021 2:59:48 PM Viewed: 4/12/2021 8:58:57 AM Signed: 4/12/2021 9:00:16 AM
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Kent Oliver Kent.Oliver@nashville.gov Security Level: Email, Account Authentication (None)	Kent Oliver Signature Adoption: Pre-selected Style Using IP Address: 170.190.43.1	Sent: 4/12/2021 9:00:18 AM Viewed: 4/13/2021 8:27:50 AM Signed: 4/13/2021 8:28:08 AM
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Zachary Kelley Zak.Kelley@Nashville.gov Finance Manager Metro Nashville Government Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 104.189.125.42	Sent: 4/19/2021 11:46:07 AM Viewed: 4/19/2021 4:15:13 PM Signed: 4/19/2021 4:50:24 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events	Signature	Timestamp
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: 4/13/2021 8:28:10 AM Resent: 4/19/2021 4:50:27 PM Viewed: 4/19/2021 11:09:09 AM Signed: 4/21/2021 9:56:42 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
PRG prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/21/2021 9:56:44 AM
Amber Gardner amber.gardner@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/21/2021 9:56:46 AM
Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/21/2021 9:56:47 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	4/21/2021 9:56:47 AM

Payment Events	Status	Timestamps

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Electronic Record and Signature Disclosure

DocuSign

Certificate Of Completion

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Subject: Metro Contract 6493251 with The Library Corporation (Library)
Source Envelope:
Document Pages: 79
Signatures: 10
Certificate Pages: 18
Initials: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Procurement Resource Group
730 2nd Ave. South 1st Floor
Nashville, TN 37219
prg@nashville.gov
IP Address: 170.190.198.190

Record Tracking

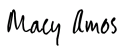
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prg@nashville.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
Gary Clay Gary.Clay@nashville.gov Asst. Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Signed by link sent to Gary.Clay@nashville.gov Using IP Address: 170.190.198.190	Sent: 5/17/2022 11:17:37 AM Viewed: 5/17/2022 12:26:17 PM Signed: 5/17/2022 12:26:25 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Susan Drye Susan.Drye@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to Susan.Drye@nashville.gov Using IP Address: 170.190.43.1	Sent: 5/17/2022 12:26:30 PM Viewed: 5/17/2022 2:07:10 PM Signed: 5/17/2022 2:07:22 PM
Electronic Record and Signature Disclosure: Accepted: 5/17/2022 2:07:10 PM ID: b1fcd67a-475b-4aeb-ae91-2853c1b66e78		
Brittany Bryant brittany.bryant@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to brittany.bryant@nashville.gov Using IP Address: 170.190.198.190	Sent: 5/17/2022 2:07:30 PM Viewed: 5/17/2022 2:10:09 PM Signed: 5/17/2022 3:29:47 PM
Electronic Record and Signature Disclosure: Accepted: 5/17/2022 2:10:09 PM ID: 5d62b515-452c-483b-9eb6-28a12c23ec6f		

Signer Events	Signature	Timestamp
Annette Murphy amurphy@tlcdelivers.com CEO/PRESIDENT THE LIBRARY CORPORATION Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to amurphy@tlcdelivers.com Using IP Address: 65.34.180.176	Sent: 5/17/2022 3:29:51 PM Resent: 5/20/2022 7:59:39 AM Viewed: 5/20/2022 11:20:47 AM Signed: 5/20/2022 11:49:00 AM
Electronic Record and Signature Disclosure: Accepted: 5/20/2022 11:20:47 AM ID: 609aa0b7-13a3-4cfb-8a8f-57fec0bf6238		
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 Signed by link sent to michelle.lane@nashville.gov Using IP Address: 172.58.147.18 Signed using mobile	Sent: 5/20/2022 11:49:05 AM Viewed: 5/23/2022 4:56:55 PM Signed: 5/23/2022 4:57:31 PM
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Kent Oliver Kent.Oliver@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to Kent.Oliver@nashville.gov Using IP Address: 170.190.43.1	Sent: 5/23/2022 4:57:41 PM Viewed: 5/24/2022 9:31:09 AM Signed: 5/24/2022 9:32:17 AM
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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 Signed by link sent to Tom.Eddlemon@nashville.gov Using IP Address: 174.212.130.119 Signed using mobile	Sent: 5/24/2022 9:32:23 AM Viewed: 5/24/2022 10:41:54 AM Signed: 5/24/2022 10:42:43 AM
Electronic Record and Signature Disclosure: Accepted: 5/24/2022 10:41:54 AM ID: 9268104e-a69b-4e8b-b670-c29613f95b4e		
Kelly Flannery kelly.flannery@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to kelly.flannery@nashville.gov Using IP Address: 170.190.198.100	Sent: 5/24/2022 10:42:47 AM Viewed: 5/24/2022 1:31:20 PM Signed: 5/24/2022 1:31:37 PM
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Signer Events	Signature	Timestamp
Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to balogun.cobb@nashville.gov Using IP Address: 170.190.198.144	Sent: 5/24/2022 1:31:41 PM Viewed: 5/24/2022 1:33:49 PM Signed: 5/24/2022 1:33:59 PM
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Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to macy.amos@nashville.gov Using IP Address: 170.190.198.144	Sent: 5/24/2022 1:34:06 PM Viewed: 5/25/2022 9:05:28 AM Signed: 5/25/2022 9:06:08 AM
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Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 5/25/2022 9:06:16 AM Viewed: 5/25/2022 3:56:19 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
Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/17/2022 12:26:29 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/25/2022 9:06:13 AM
Electronic Record and Signature Disclosure:		

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Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/25/2022 9:08:53 AM ID: 5e132a69-7421-4967-a244-9f3d94f010d8	COPIED	Sent: 5/25/2022 9:06:14 AM
Christopher Wood Christopher.Wood@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Jessica Horn Jessica.Horn@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/25/2022 12:28:34 PM ID: 483a668c-e2b9-453a-8826-b6653d1e5f24		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/29/2021 9:46:41 AM ID: b64cc054-f106-4570-a33d-2a6a0d637898		
John Burns johnburns@tlcdelivers.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/25/2022 9:00:34 AM ID: 608a4286-76af-4a32-bcdc-0958017d3c9c		
Angela McElrath Angela.McElrath@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Jessica Angulo jessica.angulo@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Don West dwest@tlcdelivers.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Calvin Wittington cwhittington@tlcdelivers.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Rachel Degrave rdegrave@tlcdelivers.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/17/2022 11:17:37 AM
Certified Delivered	Security Checked	5/25/2022 3:56:19 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure