

# Contract Amendment Abstract

## Contract Amendment Information

Contract Title: Cyber Security Services and Real-Time Operational Support

Amendment Summary: Amend clause 4.1 Contract Value to increase by \$216,000.00 for a revised contract total of \$440,000.00.

Contract Number: 428702 Amendment Number: 2 Request Number: A2023078

Type of Contract: Multi-Year Contract **Requires Council Legislation:** No

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

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

Contract Start Date: 7/31/2018 Contract Expiration Date: 7/30/2023 Contract Term: 60 Months

Previous Estimated Contract Life Value: \$216,000.00

Amendment Value: \$224,000.00

Fund: 51137\*

New Estimated Contract Life Value: \$440,000.00

BU: 14521071\*

(\* 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: Brianna Minter BAO Staff: Christopher Wood

Procuring Department: Information Technology Services (ITS) Department(s) Served: ITS

## Prime Contractor Information

Prime Contracting Firm: Center for Internet Security, Inc ISN#: 17550

Address: 31 Tech Valley Dr. City: East Greebush State: TN Zip: 12061

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

Prime Company Contact: Ashanti Hoyles Email Address: ashanti.hoyles@cisecurity.org Phone #: 518-516-3070

Prime Contractor Signatory: Laurie Hester Email Address: laurie.hester@cisecurity.org

## Business Participation for Entire Contract

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

Amount: N/A

Percent, if applicable: N/A

*Procurement Non-Discrimination 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



**AMENDMENT NUMBER 2 TO CONTRACT NUMBER 428702  
BETWEEN  
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
AND CENTER FOR INTERNET SECURITY INC**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and **CENTER FOR INTERNET SECURITY INC** located in East Greenbush, NY.

**WITNESSETH**

**WHEREAS**, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated July 31, 2018, Metro Contract numbered 428702, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:


1. Amend clause 4.1 Contract Value to increase by \$216,000.00 for a revised contract total of \$440,000.00. The amended clause will read as follows:


"This Contract has an estimated value of \$440,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly invoiced.

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


[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]


Contract Number 428702Amendment Number 2**THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY****APPROVED AS TO PROJECT SCOPE:**

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


  
\_\_\_\_\_  
Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH  
PROCUREMENT CODE:**

  
\_\_\_\_\_  
Purchasing Agent


  
\_\_\_\_\_  
Purchasing


**APPROVED AS TO AVAILABILITY OF FUNDS:**

  
\_\_\_\_\_  
Director of Finance

  
\_\_\_\_\_  
BA

**APPROVED AS TO FORM AND LEGALITY:**

  
\_\_\_\_\_  
Metropolitan Attorney

  
\_\_\_\_\_  
Insurance

\_\_\_\_\_  
Metropolitan Mayor

\_\_\_\_\_  
COO

**ATTESTED:**

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date

**CONTRACTOR****Center for Internet Security**\_\_\_\_\_  
Company Name\_\_\_\_\_  
Signature of Company's Contracting Officer**Laurie Hester**\_\_\_\_\_  
Officer's Name**Sr. Dir. Sales ops**\_\_\_\_\_  
Officer's Title



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/22/2023

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).

<b>PRODUCER</b> <b>Austin &amp; Co., Inc.</b> 20 Corporate Woods Blvd. Albany, NY 12211-2366 Shawn T. Berger	<b>CONTACT NAME:</b> Shawn T. Berger <b>PHONE (A/C, No, Ext):</b> 518-465-3591 <b>FAX (A/C, No):</b> 518-465-3968 <b>E-MAIL ADDRESS:</b> sberger@austin-co.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Chubb Group of Insurance Cos.	
<b>INSURER B:</b> Hartford Insurance Group	
<b>INSURER C:</b> Atlantic Specialty Ins. Co.	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Per Location agg</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<b>3588-66-87 ECE</b>	<b>01/01/2023</b>	<b>01/01/2024</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> <b>Emp Ben.</b> \$ <b>1,000,000</b>
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			<b>7357-37-49</b>	<b>01/01/2023</b>	<b>01/01/2024</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>A</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10000</b>			<b>7987-34-90</b>	<b>01/01/2023</b>	<b>01/01/2024</b>	EACH OCCURRENCE \$ <b>9,000,000</b> AGGREGATE \$ <b>9,000,000</b> \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	<b>01WBCAC0018</b>	<b>01/01/2023</b>	<b>01/01/2024</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>C</b>	<b>ERRORS &amp; OMISSIONS</b>			<b>760-01-05-47-0001</b>	<b>01/01/2023</b>	<b>01/01/2024</b>	<b>E&amp;O/CYBER</b> <b>10,000,000</b>

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

**Per Policy Terms, Conditions & Exclusions - Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as additional insureds on the General Liability policy per attached form 80-02-2367 and on the Automobile Liability policy per attached form 16-02-0295, but only with respect to (Con't)**

<b>CERTIFICATE HOLDER</b>  <b>The Metropolitan Government of Nashville &amp; Davidson County</b> <b>Metro Courthouse</b> <b>Nashville, TN 37201</b>	<b>CANCELLATION</b>  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 <b>Shawn T. Berger</b>
---	--

**NOTEPAD:**

HOLDER CODE  
INSURED'S NAME **Center For Internet Security**

**CENTF6C**  
**OP ID: NT**

PAGE **2**  
Date **03/22/2023**

the ongoing operations of the Named Insured under Contract No. 428702, if  
required by written contract.

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



CA #: A2023078

Date Received: Dec. 1, 2022

**Send an email to [PRG@nashville.gov](mailto:PRG@nashville.gov) and attach completed amendment form and supporting documentation.**

Contract Title: Cyber Security Services and Real-Time Operational Support\_\_\_\_\_ Contract Number: 428702  
Amendment Number: 2

Requesting Department: ITS  
2786

Requesting Departmental Contact (Name & Number): John Griffey, 615-880-

Contractor's Business Name: Center for Internet Security, Inc  
O'Callaghan

Name of Contract Signatory: Deirdre

Contract Signatory Email Address: deirdre.ocallaghan@cisecurity.org

Address: 31 Tech Valley Dr City: East Greenbush ST: NY Zip: 12061

**Revision Accomplishes: Check all that apply**

<input type="checkbox"/> Term Extension	New End Date: _____	Include revised schedule if necessary
<input checked="" type="checkbox"/> Contract Value Increase	Original Contract Amount <del>\$220,000</del> <del>\$216,000</del> Previously Executed Amendment(s) Amount _____ Current Amendment Amount <u>\$224,000</u> Amendment % Increase <del>100%</del> 103.7037% Proposed Revised Contract Amount \$440,000	Include revised fee schedules, budget, and total contract value as appropriate
_____ Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
_____ Terms and Conditions Modification		Include applicable exhibits as appropriate along with appropriate redlines
_____ Other (Describe)		Include applicable documentation

**ACCOUNTING INFORMATION:**

BU Number: 14521071 Fund #: 51137 Any Other Accounting Info: OA: 505252

**Procurement will route in DocuSign for signatures below**

Department Requester

*John C Griffey*



Requesting Department Director's Signature of Approval

12/1/2022

Date

A2023078

Rec. Dec. 1, 2022

A2023078

CA #: \_\_\_\_\_

Dec. 1, 2022

Date Received: \_\_\_\_\_

*To be completed by the Procurement Division*

☒ **Contract Amendment is Approved** (Additional Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ )

☐ **Contract Amendment is Denied for** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**PURCHASING AGENT:** Michelle D. Hernandez Lane **Date:** 12/2/2022 | 1:05 PM C



## **Cantlon, Judy (Finance - Contract Compliance)**

---

**From:** Griffey, John (ITS)  
**Sent:** Thursday, December 1, 2022 12:59 PM  
**To:** Finance – Procurement Resource Group  
**Subject:** CONTRACT AMENDMENT - Contract Number 428702 CIS.pdf  
**Attachments:** Contract Amendment Request Form - Contract Number 428702 CIS.pdf

We are requesting the increase of the contract value for this contract. This is a contract that is currently going through the sole source process updating, as this contract will be expiring. The reason that the contract amount needs to be increased is that we are now purchasing another security service solution (Crowdstrike EDR) through CIS and using this contract, which pushed the amount over. I am requesting the contract to double in size in anticipation of the renewal of existing services and additional licenses to be purchased prior to the new contract being in place.

Thanks,

John

---

**John Griffey**, CISSP, CISM, CRISC, CEH, PCI-DSS ISA  
CISO / Assistant Director, Information Security Services  
Metropolitan Government of Nashville and Davidson County  
Information Technology Services Department  
700 President Ronald Reagan Way, Suite 301  
P. O. Box 196300  
Nashville, TN 37210  
Office: 615.880.2786

This e-mail and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the intended recipient or the person responsible for delivering the e-mail to the intended recipient, be advised that you have received this communication in error and that any use, dissemination, forwarding, printing, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately.



Certificate Of Completion

Envelope Id: 5CC2336F83E54EE1AAE71697AB9ADD87  
Subject: Contract Amendment Request Form for ITS - A2023078 Center for Internet Security  
Source Envelope:  
Document Pages: 4  
Certificate Pages: 15  
AutoNav: Enabled  
EnvelopeId Stamping: Enabled  
Time Zone: (UTC-06:00) Central Time (US & Canada)

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

Record Tracking

Status: Original  
12/1/2022 2:09:30 PM  
Security Appliance Status: Connected  
Storage Appliance Status: Connected

Holder: Procurement Resource Group  
prg@nashville.gov  
Pool: StateLocal  
Pool: Metropolitan Government of Nashville and Davidson County

Location: DocuSign  
  
Location: DocuSign

Signer Events

Judy Cantlon  
Judy.Cantlon@nashville.gov  
Security Level: Email, Account Authentication (None)

Signature  
**Completed**  
  
Using IP Address: 170.190.198.185

Timestamp  
Sent: 12/1/2022 2:25:52 PM  
Viewed: 12/1/2022 2:26:40 PM  
Signed: 12/1/2022 2:27:15 PM

Electronic Record and Signature Disclosure:

Accepted: 12/1/2022 2:26:40 PM  
ID: 9f06176a-d864-42f3-8dec-af8fa9625ebe

Michelle A. Hernandez Lane  
michelle.lane@nashville.gov  
Chief Procurement Officer/Purchasing Agent  
Metro  
Security Level: Email, Account Authentication (None)

*Michelle A. Hernandez Lane*  
  
Signature Adoption: Pre-selected Style  
Using IP Address: 172.58.146.157  
Signed using mobile

Sent: 12/1/2022 2:27:18 PM  
Viewed: 12/2/2022 1:04:18 PM  
Signed: 12/2/2022 1:05:03 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

John Griffey  
John.Griffey@nashville.gov  
CISO  
Metropolitan Government of Nashville and Davidson County  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 12/2/2022 1:05:05 PM

Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
Accepted: 2/6/2019 12:40:06 PM ID: f2b127b9-81c3-4ffb-aca0-f80edaf9a484		
Keith Durbin keith.durbin@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 10/31/2022 7:16:03 AM ID: fe6c1f50-2a1f-4912-b163-be6e6b7fa916	COPIED	Sent: 12/2/2022 1:05:06 PM
Amber Gardner amber.gardner@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 8/29/2022 12:37:49 PM ID: 7bf29437-ce50-4cdd-8336-8c55e183f973	COPIED	Sent: 12/2/2022 1:05:07 PM
PRG prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/2/2022 1:05:08 PM Resent: 12/2/2022 1:05:14 PM
Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/2/2022 1:05:10 PM Viewed: 12/2/2022 2:59:42 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/1/2022 2:25:52 PM
Certified Delivered	Security Checked	12/2/2022 1:04:18 PM
Signing Complete	Security Checked	12/2/2022 1:05:03 PM
Completed	Security Checked	12/2/2022 1:05:10 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

# Contract Amendment Abstract

## Contract Amendment Information

Contract Title: Cyber Security Services and Real-Time Operational Support

Amendment Summary: Amendment #1 adds back two insurance clauses (E&O/Cyber Security and Professional Liability) that were unintentionally removed from the initial contract. The provisions are currently part of the contractor's coverage for Metro as acknowledged in the COI.

Contract Number: 428702 Amendment Number: 1 Solicitation Number: N/A

Type of Contract: Multi-Year Contract **Requires Council Legislation:** No

Contract Start Date: 06/15/2018 Contract Expiration Date: 06/14/2023 Contract Term: 60months

Previous Estimated Contract Life Value: \$220,000

Amendment Value: \$0 Fund: 51137

New Estimated Contract Life Value: \$220,000 BU: 14521071

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: Matt Dillinger BAO Staff: Michelle Lane

Department(s) Served: ITS

## Contractor Information

Contracting Firm: Center for Internet Security, Inc

Address: 31 Tech Valley Dr.

City: East Greenbush State: NY Zip: 12061

Contractor is (Enter Applicable %): SBE %0 SDV %0 MBE %0 WBE %0

Company Contact: Mark Perry Email Address: mark.perry@cisecurity.org

Phone #: 518-266-3476 E1#: 149652

Contract Signatory: Deirdre O'Callaghan Email Address: deirdre.ocallaghan@cisecurity.org

## Subcontractor Information

Small Business and Service Disabled

Veteran Business Program: N/A Amount: NA

Percent, if applicable: NA

Procurement Nondiscrimination Program: Program Not Applicable Amount: NA

Percent: NA

Federal Disadvantaged Business Enterprise: No Amount: NA

Percent: NA

\* Amounts and/or percentages are not exclusive



**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 428702  
BETWEEN  
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
AND Center for Internet Security**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and CENTER FOR INTERNET SECURITY, INC located in East Greenbush, NY.

WITNESSETH

**WHEREAS**, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated June 15, 2018, Metro Contract numbered 428702, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

1. Amends section **7. INSURANCE** of the original contract by inserting a new clause **7.3a** relative to errors, omissions, professional liability and cyber insurance:

**7.3a Errors and Omissions/Cyber Insurance**

In the amount of five million (\$5,000,000.00) dollars covering all acts, errors, omissions, negligence, and including infringement of intellectual property, except patent and trade secret, in the performance of services for METRO or on behalf of METRO hereunder. CONTRACTOR's policy will provide for data security & privacy "cyber" coverage, including coverage for unauthorized access and use, failure of security, breach of confidential information, of privacy perils, as well as breach mitigation costs and regulatory coverage.

2. Amends section **7. INSURANCE** of the original contract by inserting a new clause **7.3b** relative to professional liability insurance:

**7.3b Professional Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars covering claims arising from all real or alleged negligent acts committed in the performance of professional services under this contract.

This amendment has no impact to the contract value.

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

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Metropolitan Attorney

Contract Number 428702

Amendment Number #1

THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

Keith Durbin GN  
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH  
PROCUREMENT CODE:

Michelle A. Hernandez Lane JH  
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax O'Dneal AN KG  
Director of Finance OMB BA

APPROVED AS TO FORM AND LEGALITY:

Tara Ladd BL  
Metropolitan Attorney Insurance

David Briley EP  
Metropolitan Mayor COO

ATTESTED:

Elizabeth Waites 10/9/2018 | 4:39 PM CDT  
Metropolitan Clerk Date

CONTRACTOR

Center for Internet Security, Inc.  
Company Name

Deirdre O'Callaghan  
Signature of Company's Contracting Officer

Deirdre O'Callaghan  
Officer's Name

Secretary and Chief Counsel  
Officer's Title



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/23/2018

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

<b>PRODUCER</b> <b>Austin &amp; Co., Inc.</b> 20 Corporate Woods Blvd. Albany, NY 12211-2366 Shawn T. Berger	<b>CONTACT NAME:</b> Shawn T. Berger <b>PHONE (A/C, No, Ext):</b> 518-465-3591 <b>FAX (A/C, No):</b> 518-465-3968 <b>E-MAIL ADDRESS:</b> sberger@austin-co.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : <b>Chubb Group of Insurance Cos.</b>	
NAIC #	
INSURER B : <b>Hartford Insurance Group</b>	
12777	
INSURER C : <b>Illinois National Insurance Co</b>	
29424	
INSURER D :	
23817	
INSURER E :	
INSURER F :	

**INSURED**  
**Center For Internet Security**  
**Al Szesnat**  
**31 Tech Valley Drive**  
**East Greenbush, NY 12061**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<b>X</b>		<b>3588-66-87 ECE</b>	<b>01/01/2018</b>	<b>01/01/2019</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> <b>Emp Ben.</b> \$ <b>1,000,000</b>
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			<b>(18) 7357-37-49</b>	<b>01/01/2018</b>	<b>01/01/2019</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>A</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10000</b>			<b>7987-34-90</b>	<b>01/01/2018</b>	<b>01/01/2019</b>	EACH OCCURRENCE \$ <b>9,000,000</b> AGGREGATE \$ <b>9,000,000</b> \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	<b>01WECZS9986</b>	<b>01/01/2018</b>	<b>01/01/2019</b>	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>A</b>	<b>Professional Liab.</b>			<b>8242-0931</b>	<b>01/01/2018</b>	<b>01/01/2019</b>	<b>Pro. Liab</b> <b>1,000,000</b>
<b>C</b>	<b>E&amp;O/Cyber</b>			<b>061844777</b>	<b>01/01/2018</b>	<b>01/01/2019</b>	<b>E&amp;O/Cyber</b> <b>5,000,000</b>

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

**Per Policy Terms, Conditions & Exclusions - Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as additional insureds on the General Liability policy per attached form 80-02-2367 and on the Automobile Liability policy per attached form 16-02-0295, but only with respect to (Con't)**

**CERTIFICATE HOLDER****CANCELLATION**

<b>Purchasing Agent Metropolitan Government of Nashville &amp; Davidson County</b> <b>Metro Courthouse</b> <b>Nashville, TN 37201</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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the ongoing operations of the Named Insured, if required by written contract.



## Certificate Of Completion

Envelope Id: 24F1FA075DA14913B37878119694C4A7

Status: Completed

Subject: Metro Contract 428702 Amendment 1 with Center for Internet Security, Inc. (ITS)

Source Envelope:

Document Pages: 5

Signatures: 7

Certificate Pages: 17

Initials: 7

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Status: Original

10/3/2018 8:56:59 AM

Holder: Procurement Resource Group

prg@nashville.gov

Location: DocuSign

## Signer Events

Jamie Hunter

jamie.hunter@nashville.gov

Procurement Resource Specialist

Procurement

Security Level: Email, Account Authentication  
(None)

## Signature

JA

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.190

## Timestamp

Sent: 10/3/2018 9:17:37 AM

Viewed: 10/3/2018 10:41:18 AM

Signed: 10/3/2018 11:02:01 AM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Terri R Troup

terri.troup@nashville.gov

Senior Procurement Officer

Metropolitan Government of Nashville and Davidson  
CountySecurity Level: Email, Account Authentication  
(None)

TRT

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.190

Sent: 10/3/2018 11:02:03 AM

Viewed: 10/3/2018 11:40:43 AM

Signed: 10/3/2018 11:40:57 AM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Gregg Nicholson

Gregg.Nicholson@nashville.gov

Gregg Nicholson

Security Level: Email, Account Authentication  
(None)

GN

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.190

Sent: 10/3/2018 11:40:58 AM

Viewed: 10/3/2018 11:41:40 AM

Signed: 10/3/2018 11:42:27 AM

## Electronic Record and Signature Disclosure:

Accepted: 10/3/2018 11:41:40 AM

ID: 0743f0e0-a029-4fc7-8f7b-68002fc3b6c9

Kati Guenther

Kati.Guenther@nashville.gov

Security Level: Email, Account Authentication  
(None)

KG

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.190

Sent: 10/3/2018 11:42:30 AM

Viewed: 10/3/2018 12:21:10 PM






Signed: 10/3/2018 12:21:43 PM

## Electronic Record and Signature Disclosure:

Accepted: 10/3/2018 12:21:10 PM

ID: 1d6ed21e-c81a-49ec-94d1-a144e9a92528

Signer Events	Signature	Timestamp
Deirdre O'Callaghan deirdre.ocallaghan@cisecurity.org Secretary and Chief Counsel Center for Internet Security, Inc. Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 69.195.43.82	Sent: 10/3/2018 12:21:46 PM Viewed: 10/4/2018 10:06:04 AM Signed: 10/4/2018 10:06:20 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 10/4/2018 10:06:04 AM ID: 1ef7e862-3687-4198-b2f5-0c6f30217287		
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: 10/4/2018 10:06:23 AM Viewed: 10/5/2018 8:45:46 AM Signed: 10/5/2018 8:46:00 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Keith Durbin keith.durbin@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 10/5/2018 8:46:02 AM Viewed: 10/8/2018 8:43:59 AM Signed: 10/8/2018 8:44:31 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 10/8/2018 8:43:59 AM ID: b0920d83-3721-4c9d-827e-c065b485c76d		
Anthony Neumaier tony.neumaier@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 10/8/2018 8:44:34 AM Viewed: 10/8/2018 8:53:05 AM Signed: 10/8/2018 8:53:11 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 7/14/2014 1:44:52 PM ID: 2e2f05e2-4572-47e6-9522-63ea06f33a0d		
Talia Lomax O'dneal talia.lomaxodneal@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 10/8/2018 8:53:13 AM Viewed: 10/8/2018 10:17:31 AM Signed: 10/8/2018 10:17:39 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 10/8/2018 10:17:31 AM ID: ba16813c-10a1-4a3e-ab77-c8355f4b816b		
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	  Using IP Address: 170.190.198.100	Sent: 10/8/2018 10:17:42 AM Viewed: 10/8/2018 11:51:06 AM Signed: 10/8/2018 11:54:06 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 10/8/2018 11:51:06 AM ID: ee0b9812-f85e-43c0-bce3-dbc772e6f374		

Signer Events	Signature	Timestamp
<p>Balogun Cobb  balogun.cobb@nashville.gov  Security Level: Email, Account Authentication (None)</p>	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	<p>Sent: 10/8/2018 11:54:10 AM  Viewed: 10/8/2018 12:03:41 PM  Signed: 10/8/2018 12:04:13 PM</p>
<b>Electronic Record and Signature Disclosure:</b> Accepted: 10/8/2018 12:03:41 PM ID: dd403056-56fa-4f62-be17-c8b559d3e366		
<p>Tara Ladd  theresa.costonis@nashville.gov  Security Level: Email, Account Authentication (None)</p>	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	<p>Sent: 10/8/2018 12:04:15 PM  Viewed: 10/8/2018 1:51:09 PM  Signed: 10/8/2018 1:51:25 PM</p>
<b>Electronic Record and Signature Disclosure:</b> Accepted: 10/8/2018 1:51:09 PM ID: ee303b21-a369-4807-b1ea-eba4f2b25e64		
<p>Emily Passini  Emily.Passini@nashville.gov  Security Level: Email, Account Authentication (None)</p>	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	<p>Sent: 10/8/2018 1:51:27 PM  Viewed: 10/9/2018 7:21:10 AM  Signed: 10/9/2018 7:21:38 AM</p>
<b>Electronic Record and Signature Disclosure:</b> Accepted: 10/9/2018 7:21:10 AM ID: f73cdafe-b2af-4e64-9573-a82dfe6c1fab		
<p>David Briley  David.Briley@nashville.gov  Security Level: Email, Account Authentication (None)</p>	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	<p>Sent: 10/9/2018 7:21:41 AM  Viewed: 10/9/2018 2:15:53 PM  Signed: 10/9/2018 2:16:56 PM</p>
<b>Electronic Record and Signature Disclosure:</b> Accepted: 10/9/2018 2:15:53 PM ID: 55a956f5-d4e7-41d6-be2c-e7384224dc1a		
<p>Elizabeth Waites  Elizabeth.Waites@nashville.gov  Security Level: Email, Account Authentication (None)</p>	  Signature Adoption: Pre-selected Style Using IP Address: 174.195.131.62 Signed using mobile	<p>Sent: 10/9/2018 2:16:58 PM  Viewed: 10/9/2018 4:39:07 PM  Signed: 10/9/2018 4:39:37 PM</p>
<b>Electronic Record and Signature Disclosure:</b> Accepted: 10/9/2018 4:39:07 PM ID: 5f1b6dbb-d015-4424-b152-b444ca586fee		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	<div>VIEWED</div> Using IP Address: 170.190.198.100	Sent: 10/8/2018 11:54:09 AM Viewed: 10/8/2018 11:59:36 AM Completed: 10/9/2018 4:39:40 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 10/8/2018 11:54:52 AM  
ID: 601c08c7-440c-4484-9187-216fccd7b0de

Certified Delivery Events	Status	Timestamp
<b>Carbon Copy Events</b> Tina Burt Tina.Burt@nashville.gov Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 10/9/2018 4:39:40 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Notary Events	Signature	Timestamp
<b>Envelope Summary Events</b> Envelope Sent Certified Delivered Completed	Hashed/Encrypted Security Checked Security Checked	10/9/2018 4:39:40 PM 10/9/2018 4:39:40 PM 10/9/2018 4:39:40 PM

Payment Events	Status	Timestamps
<b>Electronic Record and Signature Disclosure</b>		

**Contract Information**Contract & Solicitation Title: Cyber security services and real-time operational support.Contract Summary: Provide cyber security services and real-time operational support.Contract Number: 428702 Solicitation Number: N/A Requisition Number: N/AType of Contract/PO: Multi-Year Contract Requires Council Legislation: NoEstimated Start Date: 06/15/2018 Estimated Expiration Date: 06/14/2023 Contract Term: 60  
monthsEstimated Contract Life Value: \$220,000.00 Fund: 51137 BU: 14521071Payment Terms: Net 30 Selection Method: Sole SourceProcurement Staff: Matt Dillinger BAO Staff: Bryan GleasonDepartment(s) Served: ITS**Contractor Information**Contracting Firm: Center for Internet Security, Inc.Address: 31 Tech Valley DriveCity: East Greenbrush State: NY Zip: 12061Contractor is (Enter Applicable %): SBE ☐ SDV ☐ MBE ☐ WBE ☐Company Contact: Mark Perry Email Address: mark.perry@cisecurity.orgPhone #: 518-266-3476 E1#: 149652Contract Signatory: Deirdre O'Callaghan Email Address: deirdre.ocallaghan@cisecurity.org**Subcontractor Information**

Small Business and Service Disabled

Veteran Business Program: N/A Amount: N/APercent, if applicable: N/AProcurement Nondiscrimination Program: Program Not Applicable Amount: N/APercent: N/AFederal Disadvantaged Business Enterprise: No Amount: N/A\* Amounts and/or percentages are not exclusive Percent: N/A**Summary of Offers**

Score (RFQ Only)

Evaluated Cost

Result

<u>Center for Internet Security, Inc.</u>	<u>N/A</u>	<u>N/A</u>	<u>Approved Sole Source Form</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<u>No Other Offers</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<u>No Other Offers</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<u>No Other Offers</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<u>No Other Offers</u>

## Terms and Conditions

### 1. GOODS AND SERVICES CONTRACT

#### 1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **Center for Internet Security, Inc.** ("CONTRACTOR") located at **31 Tech Valley Drive, East Greenbush, NY 12061**. 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 Responsibilities of the Parties*
- *The Approved Sole Source Justification Form and supporting documentation (all made a part of this contract by reference),*
- *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 cyber security services and operational support to the Metropolitan Government of Nashville and Davidson County.

#### 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 \$216,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

#### **4.2. Other Fees**

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

#### **4.3. Payment Methodology**

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

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

#### **4.4. Electronic Payment**

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

#### **4.5. Invoicing Requirements**

CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately

delivered/performed products and/or services, whichever is less frequent. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or 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.

#### **4.6. Subcontractor/Subconsultant Payments**

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

### **5. TERMINATION**

#### **5.1. Breach**

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

#### **5.2. Lack of Funding**

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

#### **5.3. Notice**

METRO may terminate this Contract at any time upon 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. Covenant of Nondiscrimination**

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

### **6.4. Americans with Disabilities Act (ADA)**

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

## **7. INSURANCE**

### **7.1. Proof of Insurance**

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

**7.2. Products Liability Insurance**

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

**7.3. General Liability Insurance**

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

**7.4. Automobile Liability Insurance**

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

**7.5. Worker's Compensation Insurance (if applicable)**

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

**7.6. Such insurance shall:**

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

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its 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.

**7.7. Other Insurance Requirements**

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled,

allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

**DEPARTMENT OF LAW  
INSURANCE AND RISK MANAGEMENT  
METROPOLITAN COURTHOUSE, SUITE 108  
PO BOX 196300  
NASHVILLE, TN 37219-6300**

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

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

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

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

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

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

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

## **8. GENERAL TERMS AND CONDITIONS**

### **8.1. Taxes**

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

### **8.2. Warranty**

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

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice. Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

### **8.3. Software License**

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

### **8.4. Confidentiality**

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

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

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

Upon the request of METRO, CONTRACTOR shall return all information in whatever form. In 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.

### **8.6. Information Security Breach Notification**

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

### **8.7. Virus Representation and Warranty**

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

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

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

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

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

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

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

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

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

### **8.9. Maintenance of Records**

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

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

performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

#### **8.10. Monitoring**

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

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

#### **8.11. METRO Property**

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

Except as to Contracts involving sensitive information, 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.

#### **8.19. Ethical Standards**

CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons 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. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.



**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.

**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:

**METRO'S CHIEF ACCOUNTANT  
DIVISION OF ACCOUNTS  
DEPARTMENT OF FINANCE  
PO BOX 196300  
NASHVILLE, TN 37219-6300**

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

#### **8.23. 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.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number 428702

**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: Center for Internet Security, Inc.  
Attention: Mark Perry  
Address: 31 Tech Valley Drive, East Greenbush, NY 12061  
Telephone: (518) 266-3476  
Fax: (518) 880-  
E-mail: mark.perry@cisecurity.org

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: Seth Gruba  
Address: 300 Montvue Road, Knoxville, TN 37919-5546

**[SPACE INTENTIONALLY LEFT BLANK]**

Contract Number 428702**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:**Keith Durbin

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

GN

Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH  
PROCUREMENT CODE:**Michelle R. Hernandez Lane

Purchasing Agent

MD

Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**Talia Lomax O'Dneal

Director of Finance

AN

OMB

KG

BA

**APPROVED AS TO FORM AND LEGALITY:**Tara Ladd

Metropolitan Attorney

BL

Insurance

**FILED BY THE METROPOLITAN CLERK:**Elizabeth Waites

Metropolitan Clerk

7/31/2018 | 3:59 PM CDT

Date

**CONTRACTOR**Center for Internet Security, Inc.

Company Name

Deirdre O'Callaghan

Signature of Company's Contracting Officer

Deirdre O'Callaghan

Officer's Name

Secretary and Chief Counsel

Officer's Title

## Exhibit A Pricing



**5-Year Cost Projection  
Metropolitan Government of Nashville and  
Davidson County  
Period: 1/1/18 – 12/31/23**

The following is 5 year cost projection for the Metropolitan Government of Nashville and Davidson County to continue with the current cyber security services provided by CIS.

Metropolitan Government of Nashville and Davidson County								
5 Year Cost <b>Projection</b> from 1/1/2018 - 12/31/2023 to continue CIS - Cyber Security Services								
Service Costs are subject to change at any time								
Current Costs:								
		Monthly						
		Per	Annual					
	Qty	Device	Cost	Year #1	Year #2	Year #3	Year #4	Year #5
Firewall Monitoring	2	\$1,330	\$31,920	\$31,920	\$31,920	\$31,920	\$31,920	\$31,920
Network Monitoring	1	\$940	\$11,280	\$11,280	\$11,280	\$11,280	\$11,280	\$11,280
Totals				\$43,200	\$43,200	\$43,200	\$43,200	\$43,200
Grand Total 5 Years								\$216,000

- CIS provides annual invoicing.

**Please direct all correspondence and questions to:**

Mark Perry  
Program Executive – Business Development  
**Center for Internet Security (CIS)**  
31 Tech Valley Drive  
East Greenbush, NY 12061  
Office 518-266-3476

## **Exhibit B**

### RESPONSIBILITIES OF THE PARTIES

The following terms and conditions apply to Cyber Security Services provided by Contractor to City, as set forth in Exhibit A of the Agreement.

#### I. Contractor Responsibilities

A. Contractor will provide the following as part of the Cyber Security Services ("CSS"), as specified below:

1. Analysis of events from monitored devices for attacks and malicious traffic;
2. Analysis of security events;
3. Correlation of security data/logs/events with information from other sources;
4. Notification of security events per the Escalation Procedures provided by City.
5. Contractor will be responsible for ensuring that all upgrades, patches, configuration changes and signature upgrades are applied to devices *managed under this Agreement*.
6. Access to Netflow Data: Contractor will process batch flow queries of Netflow data upon City's request.

B. Contractor Security Operation Center - Contractor will provide 24/7 telephone (1-866-787-4722) availability for assistance with events detected by the CSS.

C. Monthly Reports – Contractor will provide City with monthly reports that include a summary of device availability, events and trouble tickets for the previous month and a summary of security incidents for City.

#### II. City Responsibilities

A. City acknowledges and agrees that Contractor's ability to perform the Cyber Security Services is subject to City fulfilling certain responsibilities listed below. City acknowledges and agrees that neither Contractor shall have any responsibility whatsoever to perform or to continue to perform Cyber Security Services in the event City fails to meet its responsibilities described below.

B. For purposes of this Agreement, City acknowledges and agrees that only those security devices supported by Contractor fall within the scope of this Agreement.

## **Exhibit B**

C. City shall provide logistic support in the form of rack space, electricity, Internet connectivity, and any other infrastructure necessary to support communications at City's expense.

D. City shall provide the following to Contractor prior to the commencement of service and at any time during the Term of the Agreement if the information changes:

1. Current network diagrams to facilitate analysis of security events on the portion(s) of City's network being monitored. Network diagrams will need to be revised whenever there is a substantial network change;
2. Reasonable assistance to Contractor, including, but not limited to, providing all technical information related to the Service(s) reasonably requested by Contractor, to enable Contractor to perform the Service(s) for the benefit of City;
3. Public and Private IP address ranges including a list of servers being monitored including the type, operating system and configuration information; and list of IP ranges and addresses that are not in use by the City (DarkNet space);
4. Completed Pre-Installation Questionnaires (PIQ). The PIQ will need to be revised whenever there is a change that would affect Contractor's ability to provide the Cyber Security Services; and
5. Accurate and up-to-date information, including the name, email, landline, mobile, and pager numbers for all designated, authorized Point of Contact(s).

E. During the Term of this Agreement, City shall provide the following:

1. Written notification to Contractor SOC ([SOC@cisecurity.org](mailto:SOC@cisecurity.org)) at least thirty (30) days in advance of changes in hardware or network configuration affecting Contractor's ability to provide Cyber Security Services;

## **Exhibit B**

2. Written notification to Contractor SOC ([SOC@cisecurity.org](mailto:SOC@cisecurity.org)) at least twelve (12) hours in advance of any scheduled downtime or other network and system administration scheduled tasks that would affect Contractor's ability to provide Cyber Security Services;
3. A completed Emergency Escalation Procedure Form including the name, e-mail address and 24/7 contact information for all designated Points of Contact (POC). A revised Emergency Escalation Procedure Form must be submitted when there is a change in status for any POC;
4. Sole responsibility for maintaining current maintenance and technical support contracts with City's hardware vendors for any device affected by CSS;
5. Active involvement with Contractor SOC to resolve any tickets requiring City input or action;
6. Reasonable assistance in remotely installing and troubleshooting devices including hardware and communications, and
7. Ensuring any devices receiving CSS conform to the specifications provided by Contractor.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/23/2018

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

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

<b>PRODUCER</b> Austin & Co., Inc. 20 Corporate Woods Blvd. Albany, NY 12211-2366 Shawn T. Berger	<b>CONTACT NAME:</b> Shawn T. Berger <b>PHONE (A/C, No, Ext):</b> 518-465-3591 <b>FAX (A/C, No):</b> 518-465-3968 <b>E-MAIL ADDRESS:</b> sberger@austin-co.com												
INSURER(S) AFFORDING COVERAGE													
<b>INSURED</b> Center For Internet Security Al Szesnat 31 Tech Valley Drive East Greenbush, NY 12061	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Chubb Group of Insurance Cos.</td> <td style="width: 20%;">NAIC # 12777</td> </tr> <tr> <td>INSURER B : Hartford Insurance Group</td> <td>29424</td> </tr> <tr> <td>INSURER C : Illinois National Insurance Co</td> <td>23817</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Chubb Group of Insurance Cos.	NAIC # 12777	INSURER B : Hartford Insurance Group	29424	INSURER C : Illinois National Insurance Co	23817	INSURER D :		INSURER E :		INSURER F :	
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INSURER B : Hartford Insurance Group	29424												
INSURER C : Illinois National Insurance Co	23817												
INSURER D :													
INSURER E :													
INSURER F :													

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE    <input checked="" type="checkbox"/> OCCUR              GEN'L AGGREGATE LIMIT APPLIES PER:  <input type="checkbox"/> POLICY    <input type="checkbox"/> PRO-JECT    <input checked="" type="checkbox"/> LOC            OTHER:         </div>	X		3588-66-87 ECE	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <div style="margin-left: 20px;"> <input type="checkbox"/> ANY AUTO  <input type="checkbox"/> ALL OWNED AUTOS  <input checked="" type="checkbox"/> HIRED AUTOS    <input type="checkbox"/> SCHEDULED AUTOS  <input checked="" type="checkbox"/> NON-OWNED AUTOS         </div>			(18) 7357-37-49	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			7987-34-90	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	01WECZS9986	01/01/2018	01/01/2019	<div style="display: flex; justify-content: space-between;"> <div>PER STATUTE</div> <div>OTH-ER</div> </div> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Professional Liab.</b>			8242-0931	01/01/2018	01/01/2019	<b>Pro. Liab</b> 1,000,000
C	<b>E&amp;O/Cyber</b>			061844777	01/01/2018	01/01/2019	<b>E&amp;O/Cyber</b> 5,000,000

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

**Per Policy Terms, Conditions & Exclusions - Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as additional insureds on the General Liability policy per attached form 80-02-2367 and on the Automobile Liability policy per attached form 16-02-0295, but only with respect to (Con't)**

**CERTIFICATE HOLDER****CANCELLATION**

<b>Purchasing Agent Metropolitan Government of Nashville &amp; Davidson County Metro Courthouse Nashville, TN 37201</b>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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the ongoing operations of the Named Insured, if required by written contract.

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



Send an email to [PRG@nashville.gov](mailto:PRG@nashville.gov) and attach completed sole source form and supporting documentation.

**Proposed supplier MUST be Registered in IProcurement**

Date: 1/23/2018 Requesting Department/Agency/Commission: Information Technology Services  
 Requesting Official: John Griffey Telephone #: 615-880-2786 This is for a multi-year contract.  
 Product/Service Description: Center for Internet Security, Inc (The Multi-State Information Sharing and Analysis Center)  
 Total Purchase (Enter the value for the entire contract life) Price: \$220,000 *3/21/18 \$216,000 } yr1- \$43,200 -  
yr2- 43,200  
yr3- 43,200  
yr4- 43,200  
yr5- 43,200*  
 BU Number: 14521071 Fund #: \_\_\_\_\_ Object Account: 505252 Any Other Accounting Info: \_\_\_\_\_

Proposed Supplier: Center for Internet Security, Inc Proposed Supplier Contact: Mark Perry  
 Supplier Address: 31 Tech Valley Drive City: East Greenbush ST: NY Zip: 12061  
 Supplier Telephone #: 518 266-3476 Supplier Email: mark.perry@cisecurity.org

**Metro Code: 4.12.060 Sole Source Procurement.**

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

**R4.12.060.02 Conditions for Use of Sole Source Procurement.**

Other, see explanation below

If Other, Explain Request: Cost reflects 5 years (full value of contract). The Multi-State Information Sharing and Analysis Center (MS-ISAC) is a division of the national not-for-profit Center for Internet Security (CIS). The MS-ISAC/CIS is a voluntary and collaborative organization based on a strong partnership with the Office of Cybersecurity and Communications within the U.S. Department of Homeland Security (DHS). The MS-ISAC/CIS has been designated by DHS as the key resource for cyber threat prevention, protection, response and recovery for the nation's state, local, territorial, and tribal (SLTT) governments. Through its state-of-the-art 24/7/365 Cyber Security Operations Center, the MS-ISAC/CIS serves as a central resource for situational awareness and incident response specific for state, local, territorial and tribal governments.

In addition to the membership benefits available to SLTTs at no cost, the MS-ISAC/CIS provides a number of strategic cyber security services on a fee basis. MS-ISAC/CIS offers a number of services including network monitoring, vulnerability assessments and consulting services. The following points represent what makes the MS-ISAC/CIS services unique:

- Government-specific focus that provides solutions tailored to SLTT governments cyber security needs
- Correlation of data from multiple public and private partners

Historical log analysis performed on all logs collected for specific threats reported by partners and/or trusted third parties

• Leveraging volume pricing for all partners

• Integration of research on threats SPECIFIC to SLTTs

• Experienced cyber security analysts who review each cyber security event or reported vulnerability, which results in minimizing the number of false-positive notifications

• Availability of an Incident Response Team for forensic and malware analysis

• 24/7/365 technical, research, and remediation support for cyber security incidents

• Trusted relationships with the federal government, law enforcement, researchers and major hardware and software vendors to further facilitate situational awareness and information sharing.

Requesting Department Director's Signature of Approval: \_\_\_\_\_

*To be completed by the Procurement Division*

☒ **Sole Source is Approved**

☐ **Sole Source is Denied; Reason for Denial** \_\_\_\_\_

**SENIOR PROCUREMENT OFFICER:** \_\_\_\_\_

**PURCHASING AGENT:** \_\_\_\_\_

*Michelle L. Hernandez-Lopez*

*3/2/18*



**5-Year Cost Projection**  
**Metropolitan Government of Nashville and**  
**Davidson County**  
**Period: 1/1/18 – 12/31/23**

The following is 5 year cost projection for the Metropolitan Government of Nashville and Davidson County to continue with the current cyber security services provided by CIS.

Metropolitan Government of Nashville and Davidson County								
<b>5 Year Cost Projection from 1/1/2018 - 12/31/2023 to continue CIS - Cyber Security Services</b>								
<b><u>Service Costs are subject to change at any time</u></b>								
<b>Current Costs:</b>								
		Monthly						
		Per	Annual					
	Qty	Device	Cost	Year #1	Year #2	Year #3	Year #4	Year #5
Firewall Monitoring	2	\$1,330	\$31,920	\$31,920	\$31,920	\$31,920	\$31,920	\$31,920
Network Monitoring	1	\$940	\$11,280	\$11,280	\$11,280	\$11,280	\$11,280	\$11,280
Totals				\$43,200	\$43,200	\$43,200	\$43,200	\$43,200
Grand Total 5 Years								\$216,000

- CIS provides annual invoicing.

**Please direct all correspondence and questions to:**

Mark Perry  
 Program Executive – Business Development  
**Center for Internet Security (CIS)**  
 31 Tech Valley Drive  
 East Greenbush, NY 12061  
 Office 518-266-3476



## Certificate Of Completion

Envelope Id: C768AA5FA05A428AAD07F0F69443E180

Status: Completed

Subject: Metro Contract 428702 with Center for Internet Security, Inc. (ITS)

Source Envelope:

Document Pages: 25

Signatures: 6

Certificate Pages: 17

Initials: 6

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Status: Original

6/18/2018 12:59:00 PM

Holder: Procurement Resource Group

prg@nashville.gov

Location: DocuSign

## Signer Events

Matt Dillinger

matt.dillinger@nashville.gov

Security Level: Email, Account Authentication  
(None)

## Signature



Using IP Address: 170.190.198.190

## Timestamp

Sent: 6/18/2018 1:06:01 PM

Viewed: 6/18/2018 1:12:38 PM

Signed: 6/18/2018 1:13:26 PM

## Electronic Record and Signature Disclosure:

Accepted: 6/18/2018 1:12:38 PM

ID: bf242fa6-8ec8-4ee3-932f-a1dc5252d58d

Terri R Troup

terri.troup@nashville.gov

Senior Procurement Officer

Metropolitan Government of Nashville and Davidson  
CountySecurity Level: Email, Account Authentication  
(None)


Using IP Address: 170.190.198.190

Sent: 6/18/2018 1:13:28 PM

Viewed: 6/19/2018 8:47:23 AM

Signed: 6/19/2018 8:48:05 AM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Gregg Nicholson

Gregg.Nicholson@nashville.gov

Gregg Nicholson

Security Level: Email, Account Authentication  
(None)


Using IP Address: 170.190.198.190

Sent: 6/19/2018 8:48:08 AM

Viewed: 6/19/2018 8:58:46 AM

Signed: 6/19/2018 8:59:11 AM

## Electronic Record and Signature Disclosure:

Accepted: 6/19/2018 8:58:46 AM

ID: 9108ba74-1aeb-41a5-94f7-5acfd36aea9d

Kati Guenther

Kati.Guenther@nashville.gov

Security Level: Email, Account Authentication  
(None)


Using IP Address: 170.190.198.190

Sent: 6/19/2018 8:59:14 AM

Viewed: 6/19/2018 9:15:04 AM


Signed: 6/19/2018 9:15:12 AM

## Electronic Record and Signature Disclosure:


Accepted: 6/19/2018 9:15:04 AM

ID: 9d86cfef-17c4-4753-875e-2557d025463c


Signer Events	Signature	Timestamp
Deirdre O'Callaghan deirdre.ocallaghan@cisecurity.org Secretary and Chief Counsel Center for Internet Security, Inc. Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 69.195.43.82	Sent: 6/19/2018 9:15:15 AM Viewed: 6/19/2018 9:35:41 AM Signed: 7/27/2018 11:05:39 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 6/19/2018 9:35:41 AM ID: e52a7e2d-26fa-4e51-8227-4648ee4e0833		
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: 170.190.198.190	Sent: 7/27/2018 11:05:43 AM Viewed: 7/27/2018 3:29:40 PM Signed: 7/27/2018 3:42:29 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Keith Durbin keith.durbin@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 7/27/2018 3:42:33 PM Viewed: 7/30/2018 9:04:11 AM Signed: 7/30/2018 9:04:34 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 7/30/2018 9:04:11 AM ID: 4351db4d-19ae-4edd-9e86-ae215928bbe		
Anthony Neumaier tony.neumaier@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 99.175.230.120 Signed using mobile	Sent: 7/30/2018 9:04:37 AM Viewed: 7/30/2018 3:59:04 PM Signed: 7/30/2018 3:59:19 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 7/14/2014 1:44:52 PM ID: 2e2f05e2-4572-47e6-9522-63ea06f33a0d		
Talia Lomax O'dneal talia.lomaxodneal@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 7/30/2018 3:59:22 PM Viewed: 7/30/2018 4:08:39 PM Signed: 7/30/2018 4:08:54 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 7/31/2018 4:08:39 PM ID: 3cca9c67-fa9c-4d84-838c-0864344a6d54		
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	  Using IP Address: 170.190.198.100	Sent: 7/30/2018 4:08:57 PM Viewed: 7/31/2018 8:11:11 AM Signed: 7/31/2018 8:19:44 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 7/31/2018 8:20:09 AM ID: c2aa966d-e7fc-408a-93ff-d08840929998		

Signer Events	Signature	Timestamp
Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 7/31/2018 8:19:50 AM Viewed: 7/31/2018 8:56:39 AM Signed: 7/31/2018 9:01:02 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 7/31/2018 8:56:39 AM  
ID: c21a83f3-2878-4732-a267-30d192a7b944

Tara Ladd tara.ladd@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 7/31/2018 9:01:05 AM Viewed: 7/31/2018 11:06:54 AM Signed: 7/31/2018 11:11:20 AM
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**Electronic Record and Signature Disclosure:**  
Accepted: 7/31/2018 11:06:54 AM  
ID: 9561bbd7-406c-4e38-95f8-15e70db1b416

Elizabeth Waites Elizabeth.Waites@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 7/31/2018 11:11:24 AM Viewed: 7/31/2018 3:59:05 PM Signed: 7/31/2018 3:59:13 PM
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**Electronic Record and Signature Disclosure:**  
Accepted: 7/31/2018 3:59:05 PM  
ID: 0e5712be-51c9-4e5b-80dd-bf68f4b4546a

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	  Using IP Address: 170.190.198.100	Sent: 7/31/2018 8:19:49 AM Viewed: 7/31/2018 8:20:09 AM Completed: 7/31/2018 3:59:19 PM
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**Electronic Record and Signature Disclosure:**  
Accepted: 7/31/2018 8:20:09 AM  
ID: c2aa966d-e7fc-408a-93ff-d08840929998

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Bryan Gleason bryan.gleason@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 7/31/2018 3:59:17 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		



Carbon Copy Events	Status	Timestamp
John Griffey John.Griffey@nashville.gov ID Div Mgr - Ent Services and Net Sec Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 7/31/2018 3:59:18 PM
Mark Perry Mark.Perry@cisecurity.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 7/31/2018 3:59:19 PM Viewed: 7/31/2018 4:57:27 PM

Notary Events	Signature	Timestamp
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	7/31/2018 3:59:19 PM
Certified Delivered	Security Checked	7/31/2018 3:59:19 PM
Completed	Security Checked	7/31/2018 3:59:19 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

**Certificate Of Completion**

Envelope Id: 2EC7706BD8E849CD83D6AAE73C0CBD30

Status: Sent

Subject: Metro Contract 428702 Amendment 2 with Center for Internet Security, Inc (ITS)

Source Envelope:

Document Pages: 91

Signatures: 10

Certificate Pages: 18

Initials: 4

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US &amp; 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**

Status: Original

4/3/2023 1:52:56 PM

Holder: Procurement Resource Group

prg@nashville.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and

Davidson County

Location: DocuSign

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

Terri L. Ray

Terri.Ray@nashville.gov

Finance Manager

Metropolitan Government of Nashville and Davidson  
CountySecurity Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign



Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.190

Sent: 4/3/2023 3:29:09 PM

Viewed: 4/3/2023 3:33:02 PM

Signed: 4/3/2023 3:33:08 PM

Gregg Nicholson

Gregg.Nicholson@nashville.gov

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Sent: 4/3/2023 3:33:14 PM

Viewed: 4/4/2023 7:19:03 AM

Signed: 4/4/2023 7:19:16 AM

**Electronic Record and Signature Disclosure:**

Accepted: 4/4/2023 7:19:03 AM

ID: e47ce174-42f4-4772-9c3e-bcd58bfa55aa

Elizabeth Jefferson

elizabeth.jefferson@nashville.gov

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.190

Sent: 4/4/2023 7:19:23 AM

Viewed: 4/4/2023 10:51:26 AM

Signed: 4/4/2023 11:27:35 AM

**Electronic Record and Signature Disclosure:**

Accepted: 4/4/2023 10:51:26 AM

ID: 86fdbf9a-129f-4723-aeb4-6b06b9ed34fe

Laurie Hester

laurie.hester@cisecurity.org

Sr. Dir. Sales Ops

Center for Internet Security

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style






Using IP Address: 69.195.43.82

Sent: 4/4/2023 11:27:40 AM

Viewed: 4/5/2023 7:47:16 AM

Signed: 4/5/2023 8:14:27 AM

**Electronic Record and Signature Disclosure:**

Signer Events	Signature	Timestamp
Accepted: 4/5/2023 7:47:16 AM ID: 9e7af88e-8aa9-42ef-99f4-19e99da9beb9		
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: 170.190.198.190	Sent: 4/5/2023 8:14:35 AM Viewed: 4/5/2023 11:19:51 AM Signed: 4/5/2023 12:17:19 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Keith Durbin keith.durbin@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Uploaded Signature Image Using IP Address: 170.190.198.185	Sent: 4/5/2023 12:17:26 PM Viewed: 4/6/2023 7:23:11 AM Signed: 4/6/2023 7:23:35 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 4/6/2023 7:23:11 AM ID: 60b57d9e-abd5-4402-a3e3-e212cb031af8		
Kelly FlanneryTJE Tom.Eddlemon@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 4/6/2023 7:23:45 AM Viewed: 4/6/2023 8:21:53 AM Signed: 4/6/2023 8:22:57 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 4/6/2023 8:21:53 AM ID: 3706e1c1-e6cf-431c-9044-608b9d4a6962		
Kelly Flannery kelly.flannery@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 4/6/2023 8:23:08 AM Viewed: 4/6/2023 8:23:46 AM Signed: 4/6/2023 8:24:02 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 4/6/2023 8:23:46 AM ID: 2fc43566-bff5-42f9-ae7c-73b8ea1fb1c9		
Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 4/6/2023 8:24:12 AM Viewed: 4/6/2023 8:25:44 AM Signed: 4/6/2023 8:25:56 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 4/6/2023 8:25:44 AM ID: 2edd6520-647e-47c4-bc9b-05ef4bb2e38d		

Signer Events	Signature	Timestamp
Erica Haber erica.haber@nashville.gov Security Level: Email, Account Authentication (None)	<i>Erica Haber</i>  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 4/6/2023 8:26:04 AM Viewed: 4/6/2023 9:32:04 AM Signed: 4/6/2023 9:36:25 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 4/6/2023 9:32:04 AM  
 ID: 466bf313-c091-4a8b-950b-b614278975f8

Procurement Resource Group  
 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

Sent: 4/6/2023 9:36:34 AM

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

Brianna Minter  
 brianna.minter@nashville.gov  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 4/3/2023 3:29:10 PM  
 Viewed: 4/3/2023 3:52:36 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/21/2023 1:37:07 PM  
 ID: 592efa79-a0f1-441f-96f1-dcbaed5a2dd3

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

**COPIED**

Sent: 4/6/2023 9:36:30 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 4/6/2023 8:40:47 AM  
 ID: 9f8dab12-53b8-4be9-a542-d361e18832a1

Erica Haber  
 erica.haber@nashville.gov  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 4/6/2023 9:36:32 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 4/6/2023 9:32:04 AM  
 ID: 466bf313-c091-4a8b-950b-b614278975f8

Austin Kyle  
 publicrecords@nashville.gov  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**

Carbon Copy Events	Status	Timestamp
Accepted: 3/31/2023 10:24:47 AM ID: 1e67215a-c93d-48ef-9d6a-8352b6204c36		
Christopher Wood Christopher.Wood@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
John Griffey John.Griffey@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 2/6/2019 12:40:06 PM ID: f2b127b9-81c3-4ffb-aca0-f80edaf9a484		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 12/26/2022 6:53:53 PM ID: f39b7bb9-bb2b-47dd-b058-d2ecba0c41d3		
Jessica Angulo jessica.angulo@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Ashanti Hoyles ashanti.hoyles@cisecurity.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Larry Law larry.law@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Dawn Clark Dawn.Clark@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 12/7/2022 8:49:10 AM ID: 31b09883-d85f-40a5-bd8a-50d58d46321e		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/3/2023 3:29:10 PM
Envelope Updated	Security Checked	4/5/2023 11:31:55 AM

Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	4/5/2023 11:31:55 AM
Envelope Updated	Security Checked	4/5/2023 11:31:55 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		