

JOHN COOPER  
MAYOR



# METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DEPARTMENT OF WATER AND SEWERAGE SERVICES  
Waste Services Division  
1600 2<sup>nd</sup> Ave N  
Nashville, TN 37208

April 27, 2022

Vice Mayor Shulman,

Metro Water Services, Waste Services Division, is requesting that the resolution to approve a contract between Metro and Waste Management for residential waste collection services be approved for late filing. Moving this contract forward as soon as possible will allow Waste Management to purchase trucks, hire staff and start contract work sooner thus reducing Metro's cost for emergency collection services. Further, bringing on an additional waste collector will help to alleviate some of the collection issues and delays that residents have been experiencing over the past few years.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Potter".

Scott Potter  
Director



If you need assistance or an accommodation, please contact Metro Water Services,  
at 615-862-4862, 1600 Second Avenue North, Nashville, Tennessee 37208.

# Contract Abstract

## Contract Information

Contract & Solicitation Title: Residential Waste Collection Services

Contract Summary: Contractor will provide weekly (Monday-Friday) waste collection of carts, dumpsters and roll-offs as described in Exhibit A - Scope of Work.

Contract Number: 6510020 Solicitation Number: 181234 Requisition Number: 4045661

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

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

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

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

Estimated Start Date: 5/15/2022 Estimated Expiration Date: 5/14/2027 Contract Term: 60 Months

Estimated Contract Life Value: \$7,500,000.00 Fund:\* 30501 BU:\* 65803100

Payment Terms: Net 30 Selection Method: RFP

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

Procurement Staff: Scott Ferguson BAO Staff: Christopher Wood

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

## Prime Contractor Information

Prime Contracting Firm: Waste Management Inc, of Tennessee ISN#: 26223

Address: 2555 Meridian Blvd City: Franklin State: TN Zip: 37064

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

Prime Company Contact: Stephanie Peterson Email Address: speter15@wm.com

**Prime Contractor Signatory:** Eddie McManus Email Address: emcmanus@wm.com

## Disadvantaged Business Participation for Entire Contract

*Small Business and Service Disabled Veteran Business Program:*

No SBE/SDV participation Amount:  Percent, if applicable:

*Equal Business Opportunity (EBO) Program:*

Program Not Applicable Amount:  Percent, if applicable:

*Federal Disadvantaged Business Enterprise:*

No Amount:  Percent, if applicable:

\* Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No

## Summary of Offer

Offeror Name	Disadv. Bus.	Score	Evaluated Cost	Result
Regular Services	(Check if applicable)	(RFQ Only)		
<u>WM. of Tennessee</u>	<input type="checkbox"/>	<u>83.00</u>	<u>\$7,092,249.38</u>	<u>Awarded</u>
<u>Waste Pro of Tennessee</u>	<input type="checkbox"/>	<u>82.56</u>	<u>\$7,624,184.23</u>	<u>Awarded</u>
<u>WC. of Tennessee</u>	<input type="checkbox"/>	<u>25.34</u>	<u>\$12,836,421.49</u>	<u>Evaluated but not selected</u>

Offeror Name	Disadv. Bus.	Score	Evaluated Cost	Result
Emergency Services	(Check if applicable)	(RFQ Only)		
<u>WM. of Tennessee</u>	<input type="checkbox"/>	<u>94.00</u>	<u>\$76,752,269.94</u>	<u>Awarded</u>
<u>WC. of Tennessee</u>	<input type="checkbox"/>	<u>37.39</u>	<u>\$101,804,750.64</u>	<u>Awarded</u>

## SOLID WASTE COLLECTION SERVICES CONTRACT

### 1. SERVICES CONTRACT

This Solid Waste Collection Services Contract (the “Contract”) is initiated by and between **The Metropolitan Government of Nashville and Davidson County (“METRO”)** and **Waste Management, Inc. of Tennessee (“CONTRACTOR”)** located at **2555 Meridian Blvd., Suite 200, Franklin, TN 37067**.

#### 1.1. Contract Documents

This Contract consists of the following documents, in order of precedence in case of conflicts:

- A. *Any properly executed contract amendment (most recent with first priority);*
- B. *This document, including exhibits:*
  - i. *Exhibit A – Scope of Work*
  - ii. *Exhibit B – Pricing and Rates*
  - iii. *Exhibit C – Backdoor Trash Collection Waiver Request Form*
  - iv. *Exhibit D – Private Road Waiver Request Form*
- C. *CONTRACTOR's response to the solicitation.*
- D. *The solicitation documentation for RFQ#181234 and affidavit(s) (all made a part of this contract by reference); and*

**1.2. Definitions.** As used herein, the following terms shall have the following meanings:

- A. **Construction Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures.
- B. **Contractor:** Waste Management, Inc. of Tennessee
- C. **Customer:** The owner or tenant of a Residential Unit and/or Light Commercial Unit located within the corporate limits of the METRO and identified by METRO as being eligible for and in need of the services provided by the CONTRACTOR under this Contract.
- D. **Dead Animals:** Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- E. **Disabled Door-to-Truck Service:** A special Cart collection service provided by Contractor to those Residential Unit Customers the City has determined qualify as disabled, who are unable to roll their Cart to the Curb, and who are pre-qualified by confirming with METRO via the Exhibit C – Backdoor Trash Collection Waiver Request Form are allowed to place their Cart outside their garage or carport, where the Cart is visible from the street, for collection service.

- F. **Garbage:** Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and excluding all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.
- G. **Hazardous Waste:** Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, et. seq., as amended.
- H. **Industrial Waste:** Any Solid Waste generated by industrial processes and manufacturing.
- I. **Light Commercial Unit:** A small retail business or small office commercial type of business that generates no more than two (2) cubic yards of Waste per week, excluding Unacceptable Waste, which is deposited into a Polycart for collection. The City will approve all such Light Commercial Units designated under this Agreement and will notify Contractor in writing of the service address locations.
- J. **Light Commercial Waste:** All Refuse and Garbage generated by a Customer at a Light Commercial Unit, excluding Unacceptable Waste.
- K. **Medical Waste:** Waste generated by health care related facilities and associated with health care activities, not including Garbage generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions).
- L. **METRO:** The Metropolitan Government of Nashville and Davidson County
- M. **Multi-Family Unit:** a dwelling, whether of single or multi-level construction, consisting of more than two units but four (4) units or fewer, which METRO and CONTRACTOR shall determine, upon mutual agreement, will be serviced as a Residential Unit with one Cart per unit. If a Multi-Family Unit is provided with Cart service, then each single-family unit within any such Multi-Family Unit shall be billed separately as a Residential Unit.
- N. **Polycart or Cart:** A rubber-wheeled receptacle with a maximum capacity of 90 - 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 75 lbs.
- O. **Refuse:** Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
- P. **Residential Unit:** A residential dwelling within the service area of METRO and occupied by a person or group of persons comprising not more than two families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

- Q. **Residential Waste:** All Refuse and Garbage generated by a Customer at a Residential Unit, excluding Unacceptable Waste.
- R. **Solid Waste or Waste:** All Residential and Light Commercial Waste to be collected by CONTRACTOR pursuant to this Agreement. The term "Solid Waste" or "Waste" specifically excludes Unacceptable Waste.
- S. **Special Waste:** Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) residue and debris from the cleanup of a spill or release of chemical(s), or (H) any other waste defined by applicable law, rule or regulation as "Special Waste."
- T. **Third Party Provider:** A commercial business enterprise or commercial service provider providing services to Residential Units.
- U. **Unacceptable Waste:** Any waste or material that: (i) the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement; or (ii) substantial damage to Contractor's equipment or facilities; or (iii) contains information (in hard copy or electronic format) that is protected or regulated under any local, state or federal privacy or data security laws, including without limitation, the Health Insurance Portability and Accountability Act (HIPAA); or (iv) presents a danger to the health or safety of the public or Contractor's employees; or (v) is or contains Hazardous Waste, Industrial Waste, Special Waste, Construction Debris, untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater; or (vi) is or contains solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit; or (vii) any large or bulky items that do not fit within and Cart and allowing the Cart lid to close, including, without limitation, tree limbs, furniture, bicycles, and tires; or (viii) is soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements; or (ix) results from activities associated with the exploration, development, or production of oil or gas or geothermal resources.
- V. **Unusual Accumulations/Overage:** Any Waste placed curbside for collection in excess of the volumes permitted by this Contract or placed outside or on top of a Polycart.
- W. **Paid Door-to-Truck Service:** A special Cart collection service provided by CONTRACTOR to those one- or two-family Residential Unit Customers pre-qualified by confirming with METRO via the Exhibit D – Private Road Waiver Request Form. These Customers will be allowed to place their Cart outside their garage or carport, where the Cart is visible from the street, for collection service.

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

### 2.1. Duties and Responsibilities

- A. CONTRACTOR will provide Customers with once per week (Monday-Friday) Solid Waste collection and collection of Carts as described in Exhibit A – Scope of Work, which is attached hereto and incorporated as set forth herein.
- B. This Contract does not include nor shall CONTRACTOR be required to:
- i. provide Waste collection services using roll-off containers;

- ii. provide compactors to any Customer;
  - iii. collect Waste generated by or at a Residential Unit and/or Light Commercial Unit that cannot easily fit into a Cart and allow the lid to close;
  - iv. collect Special Waste or Construction Debris;
  - v. collect Dead Animals larger than ten (10) pounds;
  - vi. collect Hazardous Waste;
  - vii. collect Medical Waste;
  - viii. collect Unusual Accumulations; and
  - ix. collect Unacceptable Waste.
- C. Storm/Disaster Debris: The parties understand and agree that, in the event of a hurricane, tornado, major storm, flood, natural disaster, war, act of terrorism, or other acts of God (“Disaster Event”), the Waste and debris caused by the Disaster Event is not included in this Contract. The cleanup and collection of material due to such Disaster Event may require additional equipment, additional personnel, and/or overtime hours. METRO shall give the CONTRACTOR the first right and opportunity to enter negotiations with METRO to reach mutually agreeable terms for the collection of Disaster Event material, but METRO has the right to engage a provider of its choice to collect such material or debris should it be unable to enter into a contract with CONTRACTOR. If METRO and CONTRACTOR reach an agreement, then METRO shall grant CONTRACTOR variances in routes and schedules as deemed necessary by CONTRACTOR.
- D. Ownership of Waste: Title to Waste shall pass to CONTRACTOR when placed in CONTRACTOR’S collection vehicle. Title to Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

### 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, unless terminated earlier as set forth in this Contract.

This Contract may be extended for an additional sixty (60) months by written amendment of the parties. This option to extend the Contract may be exercised upon mutual agreement of METRO’s Purchasing Agent and CONTRACTOR.

### 4. COMPENSATION

#### 4.1. Contract Value

This Contract has an estimated value of \$7,500,000.00. The pricing details (“Base Rates”) are included in Exhibit B and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly invoiced. The Base Rates are subject to adjustment as set forth in Section 4.4. below.

#### 4.2. Other Fees

Except as set forth in the Contract, there will be no other charges or fees for the performance of this Contract.

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

- A. Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all services provided under this Contract.
- B. METRO will compensate CONTRACTOR in accordance with the Base Rates in Exhibit B of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for performed services that are properly authorized by METRO in accordance with this Contract. METRO reserves the right to partially pay any invoices submitted for CONTRACTOR's failure to complete all collection services during the collection route scheduled for the applicable invoice only after written notification is made by METRO and the issue is not resolved by CONTRACTOR within seven (7) days after receipt of notice.
- C. METRO's payment for CONTRACTOR's services shall be established by the total count of such Residential and Light Commercial Units receiving sanitation services in METRO's utility billing system (the "Count"). METRO will be responsible for determining and providing the Count to CONTRACTOR on a quarterly basis. Excluded from the Count will be certain multi-family dwellings such as apartments, residences under construction and commercial establishments and some vacant homes. CONTRACTOR has no responsibility for incorrect Counts provided by METRO; but CONTRACTOR has the right to verify the Count information provided by METRO. Any errors or mistakes in the Count shall be corrected within six months of the date such Count is provided to the CONTRACTOR or the mistake is waived and released by both parties.
- D. As of the Effective Date of the Contract, the parties agree that the Count shall be as set forth in Exhibit B. Thereafter, a revised Count shall be determined by METRO at the end of each week during the term of this Contract to establish the Count to be used for billings. METRO shall provide the Count information to CONTRACTOR no later than the last working day of the week. Billing and Payment will occur monthly based on the sums of the weekly Residential Unit Count, Light Commercial Unit Count, Cart Count, Paid Door-to-Truck Service Count and Disabled Door-to-Truck Service Count as they exist as of the last day of the billing month.
- E. METRO shall remit to CONTRACTOR payment for such services within thirty (30) days after receipt of any undisputed invoice. If METRO disputes CONTRACTOR'S invoice or any portion thereof, then METRO shall notify CONTRACTOR in writing of the basis of the dispute within twenty (20) days of receiving the invoice. All disputed invoices or portions thereof must be resolved by the parties within 21 days of METRO'S receipt of CONTRACTOR'S notice of the dispute (or a longer period if mutually agreed by the parties). Except for invoiced payments that METRO has disputed in good faith, CONTRACTOR has the right to assess any late payments a late charge in the amount of interest at the lesser of the rate of 2.50% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. METRO acknowledges that any late charge assessed by CONTRACTOR is not to be considered as interest on debt or a finance charge and is a reasonable charge for the anticipated loss and cost to CONTRACTOR for late payment. Furthermore, CONTRACTOR has the right, upon providing written notice to METRO, to suspend its services upon notice to METRO if payment is more than sixty (60) days' past due.
- F. METRO may notify CONTRACTOR in writing of any Customer that has failed to timely pay METRO for Waste collection services, and CONTRACTOR agrees to suspend service to such delinquent Customer until notified by METRO to resume such services, which shall occur on the next regularly scheduled collection day. If CONTRACTOR suspends service to a Customer as requested by METRO, CONTRACTOR has the right to charge a service reactivation fee and/or the right to assess a finance charge or late payment fees if such service to the Customer is reinstated.

#### 4.4. Escalation/Descalation to Base Rates

- A. **A.** The parties agree that the Base Rates charged by CONTRACTOR for services will remain fixed as set forth in Exhibit B and will not be adjusted until July 1, 2023. Starting on July 1, 2023, this Contract is eligible for annual escalation/de-escalation adjustments and continuing annually on each July 1 thereafter. The Base Rates for services shall be adjusted by the average monthly percentage increase in the Consumer Price Index, US City Average for All Urban Consumers, Water, Sewer, Trash, Not Seasonally Adjusted, Base Period December 1997 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") over the twelve published months (which incorporates the required sixty-day notice by CONTRACTOR) for which the data has been published. The average will be computed by calculating the percentage change in the CPI each month during the applicable 12-month period. Once that average increase/decrease percentage change is determined, then the average percentage change for the 12-month period during the immediately prior year will be subtracted therefrom. The difference shall be the percentage adjustment that will be applied to the then current Base Rates. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. Documentation and/or an explanation supporting the requested change in condition for such C.P.I. increase shall be submitted by CONTRACTOR to Purchasing Agent no less than sixty (60) days prior to implementing the change. Notwithstanding the foregoing in this paragraph, the parties agree that if the calculated percentage adjustment for any annual C.P.I. escalation increases/decreases the Base Rate by more than five percent (5%), then, CONTRACTOR shall implement only fifty percent (50%) of any such percentage increase/decrease to the Base Rate that is above five percent (5%). For clarity, if the annual C.P.I. adjustment is five percent (5%) or below, then the Base Rates shall be increased/decreased by the applicable C.P.I. percentage in full.
- B. CONTRACTOR shall also be entitled to an additional increase in Base Rates from time to time during Contract Term to offset any change in uncontrollable conditions that increase the CONTRACTOR's costs, including, but not limited to, increases in disposal costs, increases in landfill fees, changes in the ordinances under which the CONTRACTOR is to operate, or changes in federal, state or local laws, rules or regulations. Documentation and/or an explanation supporting the requested change in condition for such increase shall be submitted by CONTRACTOR to METRO at the time CONTRACTOR's request is made via a letter of acceptance and must be submitted to METRO upon sixty (60) days' written notice prior to the implementation date.

#### 4.5. Electronic Payment

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

#### 4.6. Invoicing Requirements

- A. CONTRACTOR shall submit invoices for payment in a format acceptable to METRO and shall submit invoices no more frequently than monthly for satisfactorily and accurately performed services. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation as required by METRO. CONTRACTOR shall submit all invoices no later than ninety (90) days after the services have been delivered/performed.
- B. 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 service but prior to any substantial change in condition of the services caused by METRO.

#### 4.7. Subcontractor/Subconsultant Payments

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers, if any, the undisputed 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

- A. The parties shall first attempt to promptly resolve any controversy, claim or dispute arising out of or relating to the Contract or the construction, interpretation, performance, breach, termination, enforceability or validity thereof by face-to-face (or virtual video call) negotiation between representatives who have full and complete authority to settle any such controversy, claim, or dispute. If a dispute arises concerning this Agreement or any purchase order, a meeting of the parties shall be held within 10 business days after either party gives the other party written notice of the dispute (the "Dispute Notice"). The Dispute Notice shall set forth in reasonable detail the aggrieved party's position and its proposal for resolution of the dispute. A representative of each party who has full authority to resolve the dispute shall be in attendance at all meetings. If the dispute is not resolved within thirty (30) calendar days after the first meeting of the parties, (or such extended time period as to which the parties may mutually agree), the parties may deliberate in good faith the alternative methods of dispute resolution, other than litigation, that may then be available to them as a means to efficiently and economically resolve the dispute while preserving the parties' relationship under the Agreement and the purchase order in question, giving due consideration to the nature of the pending issues and matters in the dispute. Statements made or positions taken by a party during negotiations to resolve the dispute are deemed privileged and confidential as settlement discussions and may not be introduced as evidence or otherwise be presented, alluded to or used in any subsequent proceeding (including mediation or litigation) against the party whose statement is in question. If the parties are unable to reach agreement on an alternative method of dispute resolution within thirty (30) calendar days after the parties first begin consideration of alternatives to litigation

or such time period as mutually agreed by the parties, either party is then free to use any other available remedy.

- B. Should either party 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, the non-breaching party shall identify the breach and the party in breach of this agreement shall cure the performance within thirty (30) days. If the party in breach of this agreement fails to satisfactorily provide cure, the non-breaching party shall have the right to immediately terminate this Contract. Such termination shall not relieve party in breach of this agreement of any liability to the non-breaching party 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. Reserved**

## 6. NONDISCRIMINATION

### 6.1. METRO's Nondiscrimination Policy

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

### 6.2. Nondiscrimination Requirement

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

### 6.3. Equal Business Opportunity (EBO) Program Requirement

The Equal Business Opportunity (EBO) Program is not applicable in the execution of this Contract.

### 6.4. Covenant of Nondiscrimination

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

### 6.5. Americans with Disabilities Act (ADA)

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

## 7. INSURANCE

### 7.1. Proof of Insurance

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

#### **7.2. Business Automobile Liability Insurance**

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

#### **7.3. Commercial or Comprehensive General Liability Insurance**

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

#### **7.4. Worker's Compensation Insurance (if applicable)**

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

#### **7.5. Such insurance shall:**

- A. 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.
- B. Business Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. This insurance policy 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.
- C. 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.

#### **7.6. Other Insurance Requirements**

- A. Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates

(ACORD or equivalent) and amendatory endorsements effecting coverage required by this section and provide 30 days' written notice in the event that such insurance is terminated or, allowed to expire and 10 days written notice for policy cancellation due to premium nonpayment. Any such notice shall be made to:

**PROCUREMENTCOI@NASHVILLE.GOV (preferred method)**

**OR**

**DEPARTMENT OF FINANCE**

**PROCUREMENT DIVISION**

**730 2ND AVE SOUTH, STE 101**

**P.O. BOX 196300**

**NASHVILLE, TN 37219-6300**

- B. CONTRACTOR shall replace certificates and/or endorsements for any such insurance expiring prior to completion of services.
- C. CONTRACTOR shall 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.
- D. 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.

CONTRACTOR shall 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.

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

## **8. GENERAL TERMS AND CONDITONS**

### **8.1. Taxes**

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

### **8.2. Warranty**

CONTRACTOR warrants that it's services will be performed in a safe and workmanlike manner and that it has obtained all required permits and licenses.

### **8.3. Intentionally Omitted**

### **8.4. Confidentiality**

- A. 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.
- B. 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. 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.
- C. CONTRACTOR, and its Agents, for METRO, may have access to Sensitive Information. CONTRACTOR, and its Agents, are required to maintain such Sensitive 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's Sensitive Information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.
- D. Upon the prior reasonable written request of METRO, CONTRACTOR shall return all information in the same form as disclosed or as mutually determined by the parties. In the event of any disclosure or threatened disclosure of METRO's Sensitive 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**

- A. All METRO information disclosed to CONTRACTOR under this Contract 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 prior reasonable written request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores on its electronic backup, archiving or disaster recovery systems if such information is readily accessible by CONTRACTOR.
- B. Any information provided to the CONTRACTOR from METRO under this Contract, including information provided by METRO customers or citizens, is only to be used to fulfill the contracted services. Any additional information that is inferred or determined based on primary information that is provided to the CONTRACTOR, i.e. "second-order data", is only to be used to fulfill the contracted services. This information is not to be used for marketing or commercial purposes and the CONTRACTOR asserts no rights to this information outside of fulfilling the contracted services. Storage of METRO's primary information is not allowed outside United States' jurisdiction.

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

CONTRACTOR shall notify METRO of any data breach involving METRO information within 72 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**

- A. CONTRACTOR represents and warrants that Services, or any media upon which the 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.
- B. For CONTRACTOR managed systems that interact with METRO under this Contract, if any, 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:
  - i. Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
  - ii. 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**

- A. 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 third party claim that the services furnished under this Contract infringe a third party's copyright, trademark, service mark, or patent rights. 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 at Metro's own cost. 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.
- B. If the 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:
  - i. Procure for METRO the right to continue using the services;

- ii. Replace or modify the alleged infringing services with other equally suitable services that are satisfactory to METRO, so that they become non-infringing; or
- iii. 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:
- iv. The use of services in combination with apparatus or devices not supplied or else approved

by CONTRACTOR;

- v. The use of services in a manner for which the services were neither designated nor contemplated; or,
- vi. 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**

- A. CONTRACTOR shall maintain documentation for all charges invoiced to METRO under this Contract. The accounting books, business records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract (hereinafter referred to as the "Records"), 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. Notwithstanding the provisions of the above and this Section 8.9, CONTRACTOR shall in no circumstances be obligated to disclose and METRO shall not have access to any Records or information which is deemed confidential or proprietary by CONTRACTOR. 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.
- B. All Records, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon prior reasonable written request from METRO. The Records shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon prior reasonable written request from METRO.

### **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 upon prior reasonable written notice to CONTRACTOR.

METRO shall have the right, at its expense, during normal business hours and with reasonable advance written notice, to evaluate, test, and review at CONTRACTOR's premises the 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, which are reasonably approved by CONTRACTOR.

### **8.11. METRO Property**

Any METRO property disclosed under this Contract, 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 by METRO 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 to CONTRACTOR.

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 in any other or subsequent occurrence or to exercise any right or remedy available to it in the future.

#### **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**

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

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

**8.20. Indemnification and Hold Harmless**

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

- A. Any third party claims, damages, costs, and reasonable attorney's 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 third party claims, damages, penalties, costs, and reasonable attorney's 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. CONTRACTOR shall pay METRO any reasonable expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

#### **8.21. Intentionally Omitted**

#### **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.

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

**PRG@NASHVILLE.GOV (preferred method)**

**OR**

**METRO PURCHASING AGENT**

**DEPARTMENT OF FINANCE**

**PROCUREMENT DIVISION**

**730 2ND AVENUE SOUTH**

**PO BOX 196300**

**NASHVILLE, TN 37219-6300**

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

#### **8.23. Entire Contract**

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties. For clarity, the parties agree that any services reflected in the RFQ documentation that are not included in the services set forth under this Contract and its exhibits are not within the scope of this Contract and CONTRACTOR has no obligation to perform such work or services.

#### **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*, which shall mean for purposes of this Contract: any act of God, storm, flood, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, pandemic, epidemic, inability to obtain necessary labor or materials and equipment from usual sources due to any of the foregoing enumerated causes, or other cause of similar or dissimilar nature beyond its control. As of the signing date of the contract, no conditions exist that constitutes a *force majeure* event. If either party's ability to perform its obligations hereunder is affected by an event of force majeure, such party shall promptly, upon learning of such event of force majeure and ascertaining that it will affect their performance hereunder, give notice to the other party within 48 hours of its discovery, describing in detail the nature of the event, its anticipated duration, and any remedial measures being taken to avoid or minimize its effect. The party affected by an event of force majeure shall give the other party regular (not less than monthly) progress reports on those remedial measures and such other information as the other party may reasonably request about the situation.

#### **8.25. Governing Law**

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

#### **8.26. Venue**

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

#### **8.27. Severability**

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

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**Notices and Designation of Agent for Service of Process**

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

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

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Waste Management, Inc. of Tennessee

Attention: Stephanie Peterson

Address: 2340 Mooresville Highway, Lewisburg, TN 37091

Telephone: 931-698-2386

Fax:

E-mail: speter15@wm.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will

waive any objection to service of process if process is served upon this agent:

Designated Agent: Contract Compliance

Attention: Stephanie Peterson

Address: 2340 Mooresville Highway, Lewisburg, TN 37091

Email: speter15@wm.com

**[SPACE INTENTIONALLY LEFT BLANK]**

Contract Number 6510020

**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:**

Scott Potter ADM  
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

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

Michelle R. Hernandez Lane BCC  
Purchasing Agent Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Kelly Flannery/TJE RW  
Director of Finance BA

**APPROVED AS TO FORM AND LEGALITY:**

Tara Ladd BL  
Metropolitan Attorney Insurance

**FILED BY THE METROPOLITAN CLERK:**

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

**CONTRACTOR:**

Waste Management Inc., of Tennessee  
Company Name

Eddie McManus  
Signature of Company's Contracting Officer

Eddie McManus  
Officer's Name

AVP  
Officer's Title

## Exhibit A – Scope of Work

### **I. Scope for Annexation Collection**

- A. Contractor shall provide Customers with once per week (Monday-Friday) Waste collection for four METRO trash routes per day for a total of 20 routes per week. CONTRACTOR will be providing service to 10 rear loader alley routes (average of 660 Residential Customers/route/day) and 10 automated side loader routes (average of 750 Residential and/or Light Commercial Unit Customers/route/day) for a total of approximately 14,100 Customers per week. The parties agree that CONTRACTOR requires at least 90-days to obtain all necessary equipment and labor before waste collection services under the Contract can begin. If there is less than 90-days before the filing of the Contract with Clerk's office (including any required approvals by METRO) and the mutually agreed start date for service to Customers, then it will not be considered a breach of this Contract by CONTRACTOR in the event services have not commenced. Service to all customers is anticipated to begin by July 1, 2022, or earlier as mutually agreed to by the parties. The actual number of addresses the CONTRACTOR may be required to service may increase or decrease during the contract period.
1. CONTRACTOR shall collect Residential Waste generated at Residential Unit and placed in Polycarts once (1) per week (Monday – Friday) during the term of this Agreement. Residential Unit Customers must place their Carts curbside for service by 7:00 a.m. on the designated collection day.
  2. CONTRACTOR shall collect Waste generated at a Light Commercial Unit and placed in that Light Commercial Unit's Cart once (1) per week (Monday – Friday) during the term of this Contract. A Light Commercial Unit may not use more than two (2) Carts for Waste, unless approved in writing by Metro and CONTRACTOR. Light Commercial Units must place their Carts curbside for service by 7:00 a.m. on this designated collection day.
  3. Once per week pick-up days shall be mutually established by the CONTRACTOR and the METRO.
  4. Metro has the right to offer additional temporary or permanent Waste or recycling collection routes to the CONTRACTOR under this Contract, provided that both parties mutually agree in writing via a letter of acceptance, to the additional routes and all relevant details of service. METRO will be responsible for payment of any additional routes and CONTRACTOR shall be entitled to compensation at the current service rates under this Contract or rates mutually agreeable by the parties.

### **II. Metro Provided Services and Equipment**

- A. METRO will provide and deliver all Carts for Residential and Light Commercial Unit waste collection services and will provide Cart maintenance, repair, and replacement during the term of the Contract. Only Waste placed in the METRO provided containers is required to be collected by CONTRACTOR. CONTRACTOR shall have no obligation to collect Unusual Accumulations.
- B. METRO will utilize hubNashville's 311 call center for customer service issues.
- C. METRO shall instruct Customers on the following regarding collection of Waste:
1. All Carts shall be placed in a location that is readily accessible to CONTRACTOR and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing.
  2. Customers shall not overload Carts, and the Carts shall be loaded such that the lids shall close completely and securely. CONTRACTOR has no obligation to collect any Waste placed outside

or on top of the Cart.

- D. METRO shall aid CONTRACTOR in resolving problems of Cart location by the Customer, including any residences located on inaccessible roads.
- E. METRO and Customers agree that all right of ways can bear the weight of the Polycarts and Contractor's vehicles. CONTRACTOR shall not be responsible for any damage to METRO's or the Customer's property, including pavement, subsurface or curbing, unless such damage is caused by CONTRACTOR'S negligence or misconduct.

### **III. Waste Delivery Location**

- A. All Waste collected by the CONTRACTOR under this Contract shall be delivered only to the Republic Services AAA Transfer Station, located at 1160 Freightliner Drive, Nashville, TN 37210 or a duly permitted disposal facility mutually agreed by the parties.

### **IV. Contractor Personnel and Equipment**

- A. The CONTRACTOR must submit a list of key personnel who will be used under the Contract and notify METRO when key personnel change. CONTRACTOR will provide the name, contact information and role of each key personnel.
- B. The CONTRACTOR shall furnish such qualified drivers, mechanical, supervisory, clerical and other personnel as may be necessary to provide the services required in a safe, economical and efficient manner. Personnel shall operate an environmentally safe and clean facility and vehicles in compliance with all applicable local, state and federal laws.
- C. The CONTRACTOR must also supply all collection vehicles, equipment, maintenance, labor, supervision, materials and all other items necessary to perform the services required under the Contract.
  - 1. Employee Qualifications:**
    - a. All drivers shall be trained and qualified in the operation of waste collection vehicles and must have in effect a valid Commercial Drivers License, of the appropriate class, issued by the Tennessee Department of Safety.
  - 2. Employee Behavior:**
    - a. All CONTRACTORS' personnel must maintain a courteous and respectful attitude towards the public and METRO Government at all times.
    - b. At no time may a CONTRACTOR or its personnel solicit, request, or received gratuities of any kind.
    - c. The CONTRACTOR must direct its employees to avoid loud and/or profane language at all times during the performance of duties.
    - d. The CONTRACTOR must remove any employee of the CONTRACTOR who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous from service under the Contract.
    - e. In the event of a complaint about employee behavior made by a Customer or METRO, the CONTRACTOR must supply Metro with a verbal report within two (2) hours and a written report within one business day of the action taken by the CONTRACTOR.
    - f. Employees of the CONTRACTOR shall not be required to expose themselves to the dangers of vicious animals in order to accomplish Waste collection service. Contractor shall immediately notify METRO, in writing, of such condition and of its inability to make collection.
  - 3. Employee Training**
    - a. The CONTRACTOR must conduct training sessions to thoroughly instruct all employees

as to their duties under the Contract and the proper methods of performing those duties. Employees must receive adequate training from the CONTRACTOR before starting work under the Contract. Instruction must include orientation on the specific routes to which they will be assigned in order to avoid delays and missed collections.

- b. Employees in the field must be instructed to ensure that the rolling trash Carts supplied by Metro are returned to their required location after servicing, with lids closed.
- c. The CONTRACTOR shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for the collection services required under this Contract. CONTRACTOR shall train its employees in the in solid waste collection to identify and not collect hazardous waste or infectious medical waste.
- d. CONTRACTOR will train its employees as to METRO collection rules and regulations, ensuring employees can answer questions from citizens and follow METRO'S collection rules at the curb. This training is to be ongoing and included in new hire orientation. CONTRACTOR employees will also leave notices of improper Cart usage and general education when applicable.
- e. Upon reasonable prior written notice to CONTRACTOR, METRO may require a route "ride-along" with the CONTRACTOR'S drivers at any time during the Contract.

#### **4. Employee Uniforms**

- a. The CONTRACTOR must furnish each field employee with an appropriate uniform identifying them as an employee of the CONTRACTOR.
- b. Employees of the CONTRACTOR are required to wear the uniform at all times while on duty. The uniform should include either a short or long-sleeve shirt.
- c. All collection employees must wear a reflective safety vest with the name of their company affixed.
- d. CONTRACTOR must supply employees with any safety equipment or gear required by local, state or federal rules and/regulations and any safety equipment or gear required by METRO'S waste disposal contractor.

#### **5. Contractor's Collection Vehicles**

- a. All Waste collected under this Contract shall be collected and transported by the CONTRACTOR in collection vehicles that shall be maintained and in good repair to prevent leaking, spilling or scattering of materials.
- b. All vehicles shall be of a size and type not to exceed the maximum legal limit for gross vehicle weight (GVW) at any time, even when fully loaded.
- c. Collection vehicles shall include the CONTRACTOR'S name, phone number and the CONTRACTOR'S unique vehicle identification number on the front, rear and both sides of the vehicle in letters no less than two and one-half (2 ½ ) inches high. CONTRACTOR shall not place Metro's logo on its vehicles.
- d. An amber warning strobe-type beacon and back-up warning beeper shall be permanently mounted and operational on the rear of all collection vehicles.
- e. CONTRACTOR shall provide a fleet of collection vehicles sufficient in number and capacity to efficiently perform the work required by the contract. CONTRACTOR shall have available on collection days at least one dedicated vehicle per route and sufficient back-up vehicles for each type of collection vehicle used to respond to complaints and emergencies. Failure to maintain the dedicated one vehicle per route requirement may be considered a breach of contract.
- f. The average age of the collection vehicles used by the CONTRACTOR under

this Agreement shall be not more than five (5) years, unless it is used only as a reserve vehicle. For purposes of this Agreement, a "reserve vehicle" shall mean a vehicle that is temporarily used by CONTRACTOR for Waste collection, in the event a normal fleet vehicle is damaged, destroyed, being repaired or is otherwise unavailable. Failure to maintain vehicles within the age requirements may be considered a breach of contract.

- g. The CONTRACTOR shall furnish METRO a written inventory of all vehicles used in providing service and shall update the inventory whenever it is modified and confirm this inventory annually. The inventory shall list, at a minimum, all vehicles by manufacturers (chassis and body), ID number, age of vehicle and date of acquisition, type and capacity. Metro reserves the right to inspect the inventory of vehicles at the contractor's local facility upon reasonable prior written notice.

#### **V. Contractor Responsibilities**

- A. It shall be the CONTRACTOR'S responsibility to have equipment of suitable type and in proper condition to operate and maintain uninterrupted schedules. CONTRACTOR shall maintain all vehicles and equipment in a clean and safe working condition.
- B. The CONTRACTOR shall meet all applicable rules, regulations, zoning, permitting, registration and licensing requirements whether local, state or federal and determine the applicability of any rule, regulation or other requirement.
- C. The CONTRACTOR shall acquire all necessary local, state and federal licenses and permits prior to starting work under the Contract. Such fees are the responsibility of the CONTRACTOR.
- D. The CONTRACTOR shall follow reasonable instructions provided by Metro personnel which are in accordance with the requirements of this Contract.
- E. CONTRACTOR shall meet all safety regulations set forth by the Tennessee Department of Transportation and the Federal Department of Transportation.
- F. CONTRACTOR shall endeavor to maintain the same hours of service as that of METRO beginning collection service at 7 AM Monday through Friday and finishing collection service no later than 5 PM.
- G. CONTRACTOR may not allow Waste collected from METRO contracted addresses to be mixed with any Waste collected from non-METRO contracted addresses or containers.
- H. In the event a route requires alley service hand collection and the use of a rear load vehicle by CONTRACTOR, then CONTRACTOR and the CONTRACTOR'S employees shall endeavor not to collect and/or empty waste containers that contain cardboard, yard waste, electronics or any other materials banned from waste containers within Davidson County. CONTRACTOR's failure to collect and/or empty such waste containers shall not be considered a missed collection or a violation of this Contract. If three or more Carts are located at any Customer service address under this Contract, the CONTRACTOR shall not empty more than 2 Carts unless previously notified by METRO. METRO will provide an updated Cart count per address to the CONTRACTOR weekly. METRO may change the number of allowed collection Carts per service address and will notify the Customer and CONTRACTOR within 30 days of such change.
- I. CONTRACTOR shall be required to provide Disabled Door-to-Truck Service and Paid Door-to-Truck Service at Residential Unit addresses provided to CONTRACTOR in writing by METRO. Disabled Door-to-Truck Service is provided to residents with disabilities and Paid Door-to-Truck Service is provided to pre-qualified residents that have been confirmed by METRO and have executed either a Backdoor Trash Collection Waiver Request ("Disabled Waiver Form") or a Private Road Waiver Form ("Paid Waiver Form"), example forms which are attached hereto as Exhibit C – Backdoor

Trash Collection Waiver Request Form and Exhibit D - Private Road Waiver Request Form. For purposes of the Disabled Waiver Form and Paid Waiver Form only, Waste Management, Inc. of Tennessee is included as an independent contractor retained by METRO to provide Waste collection services to residents in the Urban Services District and qualifies as an "contractor" for the purpose of providing back yard pickup service in accordance with Metropolitan Code Section 10.20.200. Disabled Door-to-Truck Service and Paid Door-to-Truck Services requires that an approved Customer shall place their Cart outside their garage or carport area and a CONTRACTOR employee will roll the Cart to the collection vehicle, empty its contents, and return the Cart to the original location. CONTRACTOR has no obligation to provide Disabled Door-to-Truck Service or Paid Door-to-Truck Service if the original location of the Cart is located more than 100 feet from the curb or roadway where the collection truck stops. CONTRACTOR will be required to provide, at no additional cost, collection of up to a maximum of 500 Customers who qualify for Disabled Door-to-Truck Service for the Annexation collection routes. In the event the number of Disabled Door-to-Truck Customers exceeds 500, then CONTRACTOR shall charge METRO the rate set forth in Exhibit B for additional Disabled Door-to-Truck Service collection. CONTRACTOR shall charge METRO the rate set forth in Exhibit B for any Paid Door-to-Truck Service collections.

- J. The CONTRACTOR shall collect Waste from METRO Customers once per week Monday through Friday, except on the following Holidays (New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day) by suspension of collection services on the holiday. Saturday shall be considered a working day only when a holiday falls on a weekday (Monday through Friday) which causes collection to be deferred by one day beginning on the holiday and sliding to the next working day, including Saturday. Collection shall be provided every scheduled working day, including bad weather days, unless Metro's Director informs CONTRACTOR of a suspension of collection. Holidays may be changed upon the determination of the Director upon thirty (30) days prior written notice to contractor.

#### **VI. Metro's Right to Inspect**

- A. METRO shall have the right to:
1. Inspect any facility or project site where any services under the Contract are performed upon reasonable prior written notice to CONTRACTOR.
  2. Inspect any equipment used by the CONTRACTOR to perform services upon reasonable prior written notice to CONTRACTOR.
  3. Inspect and audit the CONTRACTOR'S records related to this work and any invoices and payments sent to METRO upon reasonable prior written notice to CONTRACTOR in accordance with Sections 8.9 and 8.10 of the Contract.

#### **VII. Minimum Qualifications**

- A. Proposer must have ten (10) years of experience providing services similar in scope in this contract.
- B. Proposer must supply all materials, equipment and staffing to provide the services required in this contract and in the timeframe described herein.
- C. Proposer must follow all federal, state and local laws, polices or requirements and have all required licenses or permits.
- D. Proposer has not received a corporate criminal conviction within the past three (3) years.
- E. Proposer is not currently rendered ineligible from doing business or receiving monetary benefits with a government agency because of debarment or suspension by EPA.

**VIII. Reports and Invoices**

- A. CONTRACTOR shall be required to submit regular reports and invoices in a format and frequency mutually approved by the parties. Regular reports include, but are not limited to:
- B. Weekly reports responding to or reporting on the validity of any Customer complaint forwarded by Metro to the contractor. Complaints would include missed pickup, property damage, etc. received by CONTRACTOR.
- C. Monthly reports detailing any Waste collected by the CONTRACTOR under this Contract that is not delivered to the Republic Services AAA Transfer Station, including tonnage records from the mutually agreed disposal facility.

**IX. Contactor's Performance**

- A. All work of the CONTRACTOR shall be completed in a responsible manner in accordance with the Contract terms. All accidents and incidents must be reported to METRO on the date of occurrence.
- B. CONTRACTOR shall not be responsible for scattered Waste unless the same has been caused by CONTRACTOR, in which case such scattered Waste shall be timely collected by CONTRACTOR. Each of CONTRACTOR'S vehicles shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of Waste onto public or private property.
- C. All Customer service complaints shall be directed to the Metro Government hubNashville 311 call center. Metro Public Works will generate an electronic work order outlining all complaints received. All complaints received by METRO will be sent to CONTRACTOR within one business day of receipt. CONTRACTOR shall recover all verified missed pickups within one business day of receipt. If a missed pickup complaint is received on a Friday, CONTRACTOR will recover the verified missed pickup on the following Monday. CONTRACTOR will respond to other types of Customer complaints received by CONTRACTOR within one business day of receipt. Upon resolution of the complaint by the CONTRACTOR, the CONTRACTOR will close the work order and resubmit to METRO. The CONTRACTOR must inform METRO of the date, time and action taken to resolve the complaint.
- D. Failure to remedy the cause of any verified missed pickup complaint within one business day of receipt by CONTRACTOR will be considered a breach of contract with METRO, subject to all applicable notice and cure language. In lieu of termination, METRO may, but is not required to, assess against CONTRACTOR the following amounts as liquidated damages, which assessments, if any, may be deducted from the applicable invoice payment by METRO on a monthly basis. Prior to deducting any liquidated damages charges from payments due to the CONTRACTOR, METRO shall provide CONTRACTOR with written notice and details of all claims giving rise to any charges it plans to assess, and allow the CONTRACTOR to respond or disprove the claims event. CONTRACTOR shall send its response and/or proof to METRO within 14 days after receipt of notice. If CONTRACTOR fails to respond to METRO'S notice of claimed liquidated damages charges or fails to provide information refuting the claim, then METRO may automatically deduct the total charge from the payment due to the CONTRACTOR. Any liquidated damages assessed but not deducted by METRO within 90 days of the date of the breach will be deemed waived by METRO. Notwithstanding the preceding sentences in this paragraph, the parties agree that no liquidated damages shall be assessed by METRO against CONTRACTOR (i) during the first six months of the

term of this Contract or (ii) during any *force majeure* event or circumstance.

1. Failure to clean up spilled material, or equipment leaks resulting from loading and/or transporting solid waste within one (1) working days of notification: **\$500.00**
2. Failure to collect solid waste from any METRO customer in accordance with the collection route provided by METRO within the CONTRACTOR's designated service area within twenty-four (24) hours of notification of verified missed collection:
  - a. First Miss: **Monthly contracted rate for ASL and RL route per service unit.**
  - b. For any additional misses within a 60 day period of the initial missed pickup at the same address: **Double the monthly contracted rate for ASL and RL for any additional miss after the first miss.**
3. Failure to provide collection service to a group of accounts (missed area, or non-completed route, such as an entire street, subdivision or neighborhood) within the contractors designated service area within twenty-four (24) hours of notification of a verified missed collection:
  - a. First Miss: **Monthly contracted rate for ASL and RL route per service unit per service unit multiplied by the number of service units within the missed area/incomplete route.**
  - b. For any additional misses within a 60-day period of the initial missed pickup at the same address: **Double the monthly contracted rate for ASL and RL for any additional miss after the first miss.**
4. **Excessive complaints during any given week. Complaint call volume/online submission of complaints for confirmed missed collections in excess of 200 per week: \$1.00 per call over 200.**
5. Failure to maintain vehicle in manner that prevents nuisances such as leaky seals or hydraulic leaks: **\$100.00 per incident.**

**X. Bond**

- A. CONTRACTOR must provide a performance bond to METRO prior to execution of the Contract. The bond amount will be based upon the annual estimated fees to be paid by METRO to CONTRACTOR. The first year of the bond will be the projected cost to Metro for the first year of Solid Waste collection service. Every year after, for the life of the Contract, the bond shall be renewed at an amount equal to the previous year's Contract cost. The bond must be issued by a surety, duly authorized to do business in the State of Tennessee. The bond must be accompanied by a "power of attorney" evidencing that the person executing the bond is duly authorized to do so on behalf of the surety.

# EXHIBIT B - Pricing and Rates

## Residential Waste Collection Services

### Waste Management Inc of Tennessee

#### 1. Residential Weekly Alley and Curbside Trash Collection - 5 Year Contract with Optional 5 Year Extension

Route Number	Route Type	Houses/ Route	Price/Trash Cart	Cost	Additional Carts/Route	Price/Additional Cart	Cost
9107S	RL	721	\$ 2.65	\$ 1,913.42	93	\$ 1.50	\$ 139.50
9108S	RL	697	\$ 2.65	\$ 1,849.73	84	\$ 1.50	\$ 126.00
9207S	RL	778	\$ 2.65	\$ 2,064.69	131	\$ 1.50	\$ 196.50
9208S	RL	643	\$ 2.65	\$ 1,706.42	126	\$ 1.50	\$ 189.00
9304S	RL	738	\$ 2.65	\$ 1,958.54	115	\$ 1.50	\$ 172.50
9305S	RL	815	\$ 2.65	\$ 2,162.88	131	\$ 1.50	\$ 196.50
9407S	RL	550	\$ 2.65	\$ 1,459.62	119	\$ 1.50	\$ 178.50
9408S	RL	367	\$ 2.65	\$ 973.96	99	\$ 1.50	\$ 148.50
9504S	RL	659	\$ 2.65	\$ 1,748.88	138	\$ 1.50	\$ 207.00
9506S	RL	633	\$ 2.65	\$ 1,679.88	130	\$ 1.50	\$ 195.00
9212A	ASL	695	\$ 1.73	\$ 1,202.88	30	\$ 0.92	\$ 27.69
9214A	ASL	696	\$ 1.73	\$ 1,204.62	24	\$ 0.92	\$ 22.15
9312A	ASL	746	\$ 1.73	\$ 1,291.15	21	\$ 0.92	\$ 19.38
9314A	ASL	835	\$ 1.73	\$ 1,445.19	19	\$ 0.92	\$ 17.54
9412A	ASL	687	\$ 1.73	\$ 1,189.04	18	\$ 0.92	\$ 16.62
9414A	ASL	718	\$ 1.73	\$ 1,242.69	23	\$ 0.92	\$ 21.23
9512A	ASL	823	\$ 1.73	\$ 1,424.42	17	\$ 0.92	\$ 15.69
9514A	ASL	701	\$ 1.73	\$ 1,213.27	17	\$ 0.92	\$ 15.69
NEW District 3*	ASL	800	\$ 1.73	\$ 1,384.62	20	\$ 0.92	\$ 18.46
NEW District 3*	ASL	800	\$ 1.73	\$ 1,384.62	20	\$ 0.92	\$ 18.46
<b>Annual Total</b>		<b>14,102</b>					

\*Estimated Numbers

Description	Cost/Cart
Cost/Disabled Backdoor Customer after 500	\$ 2.65

Description	Cost/Cart
Cost/Paid Backdoor Customer	\$ 3.50

#### 2. Emergency Services

Description	Route Type	Estimated Houses/ Week	Price/Trash Cart	Cost	Estimated Additional Carts/Week	Price/Additional Cart	Cost
Group A. Residential Cart Collection. 7 Routes/day 5 days/week	Automated	28,800	\$ 3.23	\$ 92,979.69	4,800	\$ 1.86	\$ 8,939.08
Group B. Residential Cart Collection. 7 Routes/day 5 days/week	Automated	28,800	\$ 3.23	\$ 92,979.69	6,200	\$ 1.86	\$ 11,546.31
Group C. Residential Cart Collection. 7 Routes/day 5 days/week	Automated	29,800	\$ 3.23	\$ 96,208.15	5,100	\$ 1.86	\$ 9,497.77
Group D. Residential Cart Collection. 4 Routes/day 5 days/week	Rearloader	9,400	\$ 3.69	\$ 34,686.00	2,000	\$ 2.13	\$ 4,255.38

Description	Cost/Cart
Cost/Disabled Backdoor Customer after 875 for Automated, 500 for Rear-loader	\$ 3.50

Description	Cost/Cart
Cost/Paid Backdoor Customer	\$ 3.50

Note: The estimated quantities listed in Columns C and F are estimates only. Metro does not guarantee any minimum or maximum amount of products to be purchased.



# Metropolitan Nashville & Davidson County

Metro Nashville Waste Services  
943 Dr. Richard G. Adams Dr., Nashville, TN 37207  
Phone: 615-862-5000 Fax: 615-862-8619



## Backdoor Trash Collection Waiver Request

**Service Address**

**Mailing Address** (if different from Service Address)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/Zip Code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

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

Residents in the Urban Services District with Metro Waste Services trash collection are eligible for Backdoor Trash Waivers if they have a documented disability and no one in the home to assist them. **(Metropolitan Code, Section 10.20.220)**

**Disability** - The Department shall deem a person to have a "documented disability" qualifying the person for free backyard collection service upon receipt of an application accompanied by a written statement from a physician certifying that the person is disabled by a condition, the nature of which is specified, so as not to be able to, without great difficulty, place the person's garbage and rubbish collection containers in an adjacent alley, on the adjacent curb or on the side of a public road or street at a location approved by the Department as provided in this section.

**YOU MUST ATTACH THE FOLLOWING:**

1. A written statement from your doctor.
2. Copy of your identification showing your name and address (Driver's License, voter's registration card, etc).

**Certification**

I have a physical disability that prevents me from performing this task and have no one in my home to assist me. I understand the following:

- Metro Waste Services has the right to verify a need for this waiver.
- I will report any changes in my circumstances such as moving to another address or having someone in my home to help me to Metro Waste Services at 615-862-5000.
- Yard waste must be placed at the curb or alley for collection.
- Waivers are valid for two (2) years.
- My carts will be placed in a convenient and safe point in the yard/driveway for small truck access. If behind a gate, the gate must be at least 40 inches wide and left open to provide safe and convenient access.

By signing this waiver, I certify that the above information is true to the best of my knowledge, and I grant access to my collection containers by all Metropolitan Government vehicles, personnel, and contractors for the purpose of providing Backdoor Collection Services in accordance with Metropolitan Code Section 10.20.220. I agree to indemnify and hold Metro and its contractors harmless against any and all claims and liabilities asserted by third parties alleging any damage or loss resulting from the services contemplated herein and to waive and release Metro from any claims and liabilities resulting from the services contemplated herein. I warrant that my property is free from known defects and that access to my trash collection containers is designed to withstand commercial trash collection equipment and vehicle traffic.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**RETURN COMPLETED FORM TO:**  
Metro Nashville Waste Services  
943 Dr. Richard G. Adams Dr., Nashville, TN 37207



Requests for ADA accommodation should be addressed 615-862-5000.



# Metropolitan Nashville & Davidson County

Metro Nashville Waste Services  
943 Dr. Richard G. Adams Dr., Nashville, TN 37207  
Phone: 615-862-5000 Fax: 615-862-8619



## Private Road Waiver

Name of Streets and/or Homeowner's Association:

Contact Name:

Contract Address:

Phone Number:

By signing this waiver, I certify that I am the property owner, an agent of the owner with the actual authority to waive the owner's rights to the full extent contemplated herein, and/or have the authority to bind the above homeowners association to this agreement for the provision of trash and recycling collection by the Metropolitan Government of Nashville and Davidson County ("Metro") at the above listed Premises utilizing my private or the HOA's private road(s) and/or driveway(s).

I/The HOA has requested that Metro provide collection service at the Premises. I/The HOA understand that, if the private roads or driveways at the Premises are not built to withstand the weight of Metro's collection vehicles, damage may result to such roads or driveways or other property at the Premises, even if Metro takes normal precautions in operating its vehicles.

I/The HOA hereby grant access to collection containers by all Metro vehicles, personnel, and contractors for the purpose of providing trash and recycling collection.

As a condition to Metro providing the requested services, I/the HOA agree to indemnify and hold Metro and its contractors harmless against any and all claims and liabilities asserted by third parties alleging any damage or loss resulting from the services contemplated herein and to waive and release Metro from any claims and liabilities resulting from the services contemplated herein.

I/the HOA warrant that the Premises is free from known defects and that access to trash collection containers is designed to withstand commercial trash collection equipment and vehicle traffic.

This wavier shall be binding upon the successors and assigns of Property owner and/or HOA, including but not limited to any subsequent property owner of the Premises. Property Owner and/or HOA agrees to notify Metro in advance of any such change.

Please include any additional necessary signatures i.e. association president, property owners, etc.

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

\_\_\_\_\_  
**Signatures** (I/we certify that the above information is true to the best of my/our knowledge).

\_\_\_\_\_  
**Date**

**RETURN COMPLETED FORM TO:**

Metro Waste Services – Private Road/Homeowner Association Approval  
943 Dr. Richard G. Adams Dr., Nashville, TN 37207



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2023

4/20/2022

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

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

<b>PRODUCER</b> LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b></td> </tr> <tr> <td><b>PHONE (A/C. No. Ext):</b></td> <td><b>FAX (A/C. No):</b></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b></td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td><b>INSURER A :</b> ACE American Insurance Company</td> <td style="text-align: right;">22667</td> </tr> <tr> <td><b>INSURER B :</b> Indemnity Insurance Co of North America</td> <td style="text-align: right;">43575</td> </tr> <tr> <td><b>INSURER C :</b> ACE Fire Underwriters Insurance Company</td> <td style="text-align: right;">20702</td> </tr> <tr> <td><b>INSURER D :</b> ACE Property &amp; Casualty Insurance Co</td> <td style="text-align: right;">20699</td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	<b>CONTACT NAME:</b>		<b>PHONE (A/C. No. Ext):</b>	<b>FAX (A/C. No):</b>	<b>E-MAIL ADDRESS:</b>		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>INSURER A :</b> ACE American Insurance Company	22667	<b>INSURER B :</b> Indemnity Insurance Co of North America	43575	<b>INSURER C :</b> ACE Fire Underwriters Insurance Company	20702	<b>INSURER D :</b> ACE Property & Casualty Insurance Co	20699	<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER E :</b>																					
<b>INSURER F :</b>																					
<b>INSURED</b> 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT, INC. 2555 MERIDIAN BOULEVARD, SUITE 200 FRANKLIN TN 37067																					

**COVERAGES** TNHEISKE      **CERTIFICATE NUMBER:** 18130867      **REVISION NUMBER:** XXXXXXXX

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>XCU INCLUDED</b> <input checked="" type="checkbox"/> <b>ISO FORM CG00010413</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G72492365	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H25550328	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	Y	Y	XEUG27929242 007	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	<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 N	Y N/A	WLR C68918595 (AOS) WLR C68918558 (AZ,CA & MA) SCF C68918637 (WI)	1/1/2022 1/1/2022 1/1/2022	1/1/2023 1/1/2023 1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	<b>EXCESS AUTO LIABILITY</b>	Y	Y	XSA H25550286	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED. BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED IN FAVOR OF METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND VOLUNTEERS ON ALL POLICIES (EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. RE: RFQ/CONTRACT NUMBER XXXXXX/181234. RFQ# 181234/CONTRACT NUMBER 6510020.

**CERTIFICATE HOLDER**

**CANCELLATION**

18130867 PURCHASING AGENT METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY METRO COURTHOUSE 1 PUBLIC SQUARE NASHVILLE TN 37201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

January 28, 2022

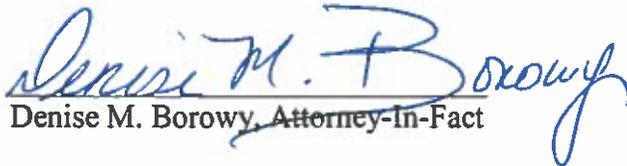
METRO NASHVILLE GOVERNMENT  
730 2ND AVENUE SOUTH  
STE 101  
NASHVILLE, TN 37210

To Whom It May Concern:

We have reviewed the Proposal of Waste Management, Inc. of Tennessee, for the Residential Waste Collection Services; RFQ# 181234. We understand that Performance Bond will be effective July 1, 2022 for the above project, and are advised that this Proposal has been accepted and the Contract awarded to Waste Management, Inc. of Tennessee, Evergreen National Indemnity Company will provide the required Bond(s).

Evergreen National Indemnity Company is a 570 Circular Treasury Listed company, with an A-A.M. Best Rating and duly licensed to do business in the State of Tennessee.

By: *Evergreen National Indemnity Company*

  
Denise M. Borowy, Attorney-In-Fact

**EVERGREEN NATIONAL INDEMNITY COMPANY**  
**INDEPENDENCE, OH**  
**POWER OF ATTORNEY**

POWER NO. CONSENT

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: \*\*\*Denise M. Borowy\*\*\*

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.  
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of December, 2014.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: *Matthew T. Tucker*  
Matthew T. Tucker, President  
By: *David A. Canzone*  
David A. Canzone, CFO

Notary Public)  
State of Ohio) SS:

On this 1st day of December, 2014, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



PENNY M HAMM  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
04-04-2022

*Penny M. Hamm*  
Penny M. Hamm, Notary Public  
My Commission Expires April 4, 2022

State of Ohio) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Independence, Ohio this 28<sup>th</sup> day of January 2022



*Wan C. Collier*  
Wan C. Collier, Secretary



### Notice of Intent to Award

Solicitation Number	181234	Award Date	12/30/2021   9:25 AM CST
Solicitation Title	Residential Waste Collection Services		
Buyer Name	Scott Ferguson	Buyer Email	scott.ferguson@nashville.gov
BAO Rep	Christopher Wood	BAO Email	christopher.wood@nashville.gov

### Awarded Supplier(s)

In reference to the above solicitation and contingent upon successful contract negotiation, it is the intent of the Metropolitan Government of Nashville and Davidson County to award to the following supplier(s):

Company Name	Waste Management of Tennessee	Company Contact	Stephanie Peterson	
Street Address	1430 Antioch Pike			
City	Antioch	State	TN	Zipcode 37013

Company Name	Waste Pro	Company Contact	Lori Cate	
Street Address	2187 Stateline Road			
City	Southaven	State	MS	Zipcode 38671

Company Name	Waste Connections of Tennessee	Company Contact	Greg Kizer	
Street Address	50 Reynolds St			
City	Clarksville	State	TN	Zipcode 37040

### Certificate of Insurance

The awarded supplier(s) must submit a certificate of insurance (COI) indicating all applicable coverage required by the referenced solicitation. The COI should be emailed to the referenced buyer no more than 15 days after the referenced award date.

### Equal Business Opportunity Program

Where applicable, the awarded supplier(s) must submit a signed copy of the letter of intent to perform for any and all minority-owned (MBE) or woman-owned (WBE) subcontractors included in the solicitation response. The letter(s) should be emailed to the referenced business assistance office (BAO) rep no more than two business days after the referenced award date.

Yes, the EBO Program is applicable.

No, the EBO Program is not applicable.

### Monthly Reporting

Where applicable, the awarded supplier(s) will be required monthly to submit evidence of participation and payment to all small (SBE), minority-owned (MBE), women-owned (WBE), LGBT-owned (LGBTBE), and service disabled veteran owned (SDV) subcontractors. Sufficient evidence may include, but is not necessarily limited to copies of subcontracts, purchase orders, applications for payment, invoices, and cancelled checks.

Questions related to contract compliance may be directed to the referenced BAO rep.

Yes, monthly reporting is applicable.

No, monthly reporting is not applicable.

### Public Information and Records Retention

Solicitation and award documentation are available upon request. Please email the referenced buyer to arrange.

A copy of this notice will be placed in the solicitation file and sent to all offerors.

### Right to Protest

Per MCL 4.36.010 – any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the purchasing agent. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

\_\_\_\_ Supervisor (Initial)

Michelle A. Hernandez Lane  
Michelle A. Hernandez Lane  
Purchasing Agent & Chief Procurement Officer

DocuSign Envelope ID: 36A6F14E-57AA-4D48-8076-7CE2A15536C7

RFQ# 181234 - Residential Waste Collection Services			
Evaluation Criteria - Regular Weekly Services	Waste Connections of Tennessee	Waste Management of Tennessee	Waste Pro
Licensing Requirements	Yes	Yes	Yes
Background Check Acceptance	Yes	Yes	Yes
Solicitation Acceptance	Yes	Yes	Yes
Contract Acceptance	With Exceptions	With Exceptions	With Exceptions
ISA Questionnaire Completed and Terms Accepted	Yes	Yes	Yes
Firm and Team Qualifications (25 Points)	6	23	25
Team Experience (25 Points)	0	25	25
Pricing (35 Points)	19.34	35.00	32.56
<b>Totals</b>	<b>25.34</b>	<b>83.00</b>	<b>82.56</b>

**Strengths & Weaknesses**

**Waste Connections of Tennessee**

**Strengths:** Firm identified key staff for the work to be performed as part of this solicitation.

**Weaknesses:** Firm did not provide a complete list of 10 projects of similar size and scope where their company provided residential waste collection services. Firm's overall all proposal lacked the details that was requested.

**Waste Management of Tennessee**

**Strengths:** Firm provided a detailed written inventory of all vehicles used in providing service. Firm provided innovative approaches to provide services including alternate fuel vehicles. Firm provided a complete list of 10 projects of similar size and scope where their company provided residential waste collection services.

**Weaknesses:** Firm's identification of key staff did not contain specific local staff for the work to be performed as part of this solicitation.

**Waste Pro**

**Strengths:** Firm identified key staff, their roles and qualifications including an organization chart for the work to be performed as part of this solicitation. Firm provided details regarding starting the services before the requested timeline as outlined in the solicitation. Firm provided a detailed list of the inventory of all vehicles that will be used to provide services for this solicitation. Firm provided a complete list of 10 projects of similar size and scope where their company provided residential waste collection services.

**Weaknesses:**

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RFQ# 181234 - Residential Waste Collection Services		
Evaluation Criteria - Emergency Services	Waste Connections of Tennessee	Waste Management of Tennessee
Licensing Requirements	Yes	Yes
Background Check Acceptance	Yes	Yes
Solicitation Acceptance	Yes	Yes
Contract Acceptance	With Exceptions	With Exceptions
ISA Questionnaire Completed and Terms Accepted	Yes	Yes
Firm and Team Qualifications (25 Points)	6	23
Team Experience (25 Points)	0	25
Emergency Services (15 Points)	5	11
Pricing (35 Points)	26.39	35.00
<b>Totals</b>	<b>37.39</b>	<b>94.00</b>

**Strengths & Weaknesses**

**Waste Connections of Tennessee**

**Strengths:** Firm identified key staff for the work to be performed as part of this solicitation.

**Weaknesses:** Firm did not provide a complete list of 10 projects of similar size and scope where their company provided residential waste collection services. Firm's overall all proposal lacked the details that was requested. Firm did not adequately describe their ability to provide emergency and/or on call services.

**Waste Management of Tennessee**

**Strengths:** Firm provided a detailed written inventory of all vehicles used in providing service. Firm provided innovative approaches to provide services including alternate fuel vehicles. Firm provided a complete list of 10 projects of similar size and scope where their company provided residential waste collection services.

**Weaknesses:** Firm's identification of key staff did not contain specific local staff for the work to be performed as part of this solicitation. Firm did not adequately describe the their capacity to provide assistance on short notice, including available equipment and staff.

Solicitation Title & Number			RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
Residential Waste Collection Services.; RFQ# 181234			35	0	35
Offeror's Name	Total Bid Amount	SBE/SDV Participation Amount	RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
Waste Connections of Tennessee	\$12,836,421.49	\$0.00	19.34	0.00	19.34
Waste Management of Tennessee	\$7,092,249.38	\$0.00	35.00	0.00	35.00
Waste Pro	\$7,624,184.23	\$0.00	32.56	0.00	32.56

\* For Regular Weekly Services

Solicitation Title & Number			RFP		
			RFP Cost Points	SBE/SDV Points	Total Cost Points
Residential Waste Collection Services.; RFQ# 181234			35	0	35
Offeror's Name	Total Bid Amount	SBE/SDV Participation Amount	RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
Waste Connections of Tennessee	\$101,804,750.64	\$0.00	26.39	0.00	26.39
Waste Management of Tennessee	\$76,752,269.94	\$0.00	35.00	0.00	35.00

\* For Emergency Services

1-11 (N0447640xD719A) WM-3-17-2022 4-11-22 WM EDITS 4-20-2022

## Main document changes and comments

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Residential

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Solid

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WM objects to all provisions in paragraphs 1 through 7 of the General Terms and Conditions contained in Section A-1 and the Definitions in Section A-2 concerning the Information Security Agreement. Since this contract is for waste services and does not involve software, information security, or technology, this language should be stricken.

METRO COMMENT – ISA Agreement will not be included in the agreement.

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i.  
*Exhibit C – Disabled Backdoor*

**Page 1: Deleted Ferguson, Scott (Finance) 4/8/2022 12:26:00 PM***Disabled***Page 1: Inserted Ferguson, Scott (Finance) 4/8/2022 12:27:00 PM***Trash Collection***Page 1: Inserted Scott Ferguson 4/5/2022 9:20:00 AM**

i. *Waiver Request Form*  
*Exhibit D – Backdoor*

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**Backdoor**

i.

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**Private Road**

i.

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**Waiver Request Form**

i.

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and/or Light Commercial Unit

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**Disabled Door-to-Truck Service:** A special Cart collection service provided by Contractor to those Residential Unit Customers the City has determined qualify as disabled, who are unable to roll their Cart to the Curb, and who are

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pre-qualified by confirming with METRO via the Exhibit C – Disabled Backdoor

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Disabled

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Trash Collection

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Waiver Request Form are

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- A. allowed to place their Cart outside their garage or carport, where the Cart is visible from the street, for collection service.

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- A. **Light Commercial Unit:** A small retail business or small office commercial type of business that generates no more than two (2) cubic yards of Waste per week, excluding Unacceptable Waste, which is deposited into a Polycart for collection. The City will approve all such Light Commercial Units designated under this Agreement and will notify Contractor in writing of the service address locations.

- A. **Light Commercial Waste:** All Refuse and Garbage generated by a Customer at a Light Commercial Unit, excluding Unacceptable Waste.

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fewer than

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or fewer

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and Light Commercial

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A.

**Paid Door-to-Truck Service:** A special Cart collection service provided by CONTRACTOR to those one- or two-family Residential Unit Customers pre-qualified by confirming with METRO via the Exhibit D – Backdoor

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Backdoor

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Private Road

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Waiver Request Form.. These Customers will be allowed to place their Cart outside their garage or carport, where the Cart is visible from the street, for collection service.

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Customers with

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residential waste

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Solid Waste

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Emergency service collection to be negotiated under a separate contract

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and/or Light Commercial Unit

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If METRO fails to timely pay WM's invoices, WM should have the right to assess a late fee or late charge to the extent allowed by law. WM also has, upon providing written notice to METRO, the right to suspend its services if payment is more than 60 days' past due.

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and Light Commercial

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CONTRACTOR will perform an annual physical count of Residential and Light Commercial Units. Accordingly, such Count will include single-family residential dwellings and certain high-density dwellings, such as townhouses, duplexes and condominiums.

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and Light Commercial

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beginning of every three months

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METRO – I have added the language regarding weekly billing that Sharon circulated in her revised draft

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end of each week

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all monthly

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during that same 3-month period

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working

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month before the beginning of the new quarter

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week

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Billing and Payment will occur monthly based on the sums of the weekly Residentialhouse

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house

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Unit

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Count, Light Commercial

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Unit

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Count, Ccart Ccount

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, Paid Door-to-Truck Service Count

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and Bbackdoor

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Bbackdoor

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Disabled Door-to-Truck Service

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Count as they exist as of the last day of the billing month.

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<sup>c</sup>  
<sup>A.</sup>  
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METRO shall remit to CONTRACTOR payment for such services within thirty (30) days after receipt of any undisputed invoice. If METRO disputes CONTRACTOR'S invoice or any portion thereof, then METRO shall notify CONTRACTOR in writing of the basis of the dispute within twenty (20) days of receiving the invoice. All disputed invoices or portions thereof must be resolved by the parties within 21 days of METRO'S receipt of CONTRACTOR'S notice of the dispute (or a longer period if mutually agreed by the parties). Except for invoiced payments that METRO has disputed in good faith, CONTRACTOR has the right to assess any late payments a late charge in the amount of interest at the lesser of the rate of 2.50% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. METRO acknowledges that any late charge assessed by CONTRACTOR is not to be considered as interest on debt or a finance charge and is a reasonable charge for the anticipated loss and cost to CONTRACTOR for late payment.

<sup>A.</sup>  
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METRO shall provide billing and bill collection be responsible for payment to Contractor for Waste collection services for Customers invoiced monthly during the term of this Agreement. Within twenty (20) days after the end of each month during which collection services are provided by CONTRACTOR hereunder. CONTRACTOR shall submit to METRO an invoice setting forth sums due by METRO to CONTRACTOR for all services rendered under this Contract for the prior month. METRO shall remit to CONTRACTOR payment for such services within thirty (30) days after receipt of any invoice. If METRO fails to timely pay CONTRACTOR'S invoices, CONTRACTOR has the right to assess a late fee, interest or late charges at the highest rate permitted by law.

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be responsible for payment to Contractor for

<sup>A.</sup>  
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Waste collection

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invoiced monthly

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METRO – This language regarding late fees/interest is still under review internally by WM's finance team. We will confer with you on it as soon as we have an answer.

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shall

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may

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that METRO direct bills and

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may

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agrees to

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as requested by METRO

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for failure to timely pay invoices

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/Descalation

1.1.

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1.1.

A. The parties agree that the Base Rates charged by CONTRACTOR for services will remain fixed as set forth in Exhibit B and will not be adjusted until July 1, 2023. Starting on July 1, 2023, this Contract is eligible for annual escalation/de-escalation adjustments and continuing annually on each July 1 thereafter. The Base Rates for services shall be adjusted by the average monthly percentage increase in the Consumer Price Index, US City Average for All Urban Consumers, Water, Sewer, Trash, Not Seasonally Adjusted, Base Period December 1997 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") over the twelve published months

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which incorporates the required sixty-day notice

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by CONTRACTOR)

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for which the data has been published. The average will be computed by calculating the percentage change in the CPI each month during the applicable 12-month period. Once that average increase/decrease percentage change is determined, then the average percentage change for the 12-month period during the immediately prior year will be subtracted therefrom. The difference shall be the percentage adjustment that will be applied to the then current Base Rates. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. Documentation and/or an explanation supporting the requested change in condition for such C.P.I. increase shall be submitted by CONTRACTOR to Purchasing Agent

no less than sixty (60) days prior to implementing the change. Notwithstanding the foregoing in this paragraph, the parties agree that if the calculated percentage adjustment for any annual C.P.I. escalation increases/decreases the Base Rate by more than five percent (5%), then, CONTRACTOR shall implement only fifty percent (50%) of any such percentage increase/decrease to the Base Rate that is above five percent (5%). For clarity, if the annual C.P.I. adjustment is five percent (5%) or below, then the Base Rates shall be increased/decreased

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decreased

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by the applicable C.P.I. percentage in full.

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This Contract is eligible for annual escalation/de-escalation adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's Office. The parties agree that the Base Rates charged by CONTRACTOR for services will remain fixed as set forth in Exhibit Band will not be adjusted until July 1, 2023. Starting on July 1, 2023, this Contract is eligible for annual escalation adjustments and continuing annually on each July 1 thereafter, the Base Rates for services shall be adjusted by the average monthly percentage increase in the Consumer Price Index, US City Average for All Urban Consumers, Water, Sewer, Trash, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") over the twelve most recently published months for which the data has been published. The average will be computed by calculating the percentage change in the CPI each month during the applicable 12-month period. Once that average increase percentage change is determined, then the average increase percentage change for the 12-month period during the immediately prior year will be subtracted therefrom. The difference shall be the percentage increase or decrease adjustment that will be applied to the then current Base Rates. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. Documentation and/or an explanation supporting the requested change in condition for such C.P.I. increase shall be submitted by CONTRACTOR to METRO at least thirty (30) days prior to implementing the change. Notwithstanding the foregoing in this paragraph, the parties agree that CONTRACTOR may not increase the Base Rate by more than [redacted] five percent (5%) of the then current rate for any annual C.P.I. adjustment. INSERT ESCALATION SHARING LANGUAGE HERE.

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This Contract is eligible for annual escalation/de-escalation adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's Office.

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The business teams of the parties still need to discuss a percent increase cap for Base Rate increases.

**Page 6: Commented [WC7R6]**      **Carlyle White**    **3/17/2022 2:39:00 PM**

METRO – This language is still under review internally by WM’s business team. We will confer with you as soon as we have an answer.

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WM requires the right to increase its rates annually based on the average monthly increase during the applicable 12-month period in the Consumer Price Index for Water, Sewer, and Trash. WM cannot agree to the language in section 4.4 of the Terms that gives METRO discretionary approval of the requested annual adjustment nor can WM agree to cap the increase at 2% as described in the Annual Escalation/De-escalation Adjustments paragraph of the Scope of Work. WM requests the right to negotiate mutually acceptable annual increase language with METRO.

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INSERT ESCALATION SHARING LANGUAGE HERE

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Insert Escalation Language to define a mechanism to accommodate increases greater than 5% annually to be provided by WM

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WM To provide language to create mechanism for mutually approving uncontrollable price increases.

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shall also be entitled to an additional increase in Base Rates from time to time during Contract Term to offset any change in uncontrollable conditions that increase the CONTRACTOR’s costs, including, but not limited to, increases in disposal costs, increases in landfill fees, changes in the ordinances under which the CONTRACTOR is to operate, or changes in federal, state or local laws, rules or regulations. Documentation and/or an explanation

supporting the requested change in condition for such increase shall be submitted by CONTRACTOR to METRO at the time CONTRACTOR's request is made via a

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Acceptance and must be submitted to METRO upon sixty (60) days' written notice prior to the implementation date.

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shall also be entitled to an increase in Base Rates from time to time during Contract Term, and upon thirty (30) days' written notice to METRO, to offset any change in uncontrollable conditions that increase the CONTRACTOR's costs, including, but not limited to, increases in disposal costs, increases in landfill fees, changes in the ordinances under which the CONTRACTOR is to operate, or changes in federal, state or local laws, rules or regulations. Documentation and/or an explanation supporting the requested change in condition for such increase shall be submitted by CONTRACTOR to METRO at the time CONTRACTOR's request is made.

**Page 7: Inserted**      **White, Carlyle**    **3/17/2022 2:48:00 PM**

, if any,

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WM to provide language that includes a Dispute Resolution Process as part of Breach language.

**Page 7: Inserted**      **Scott Ferguson**    **4/8/2022 11:51:00 AM**

**Page 7: Inserted**      **Ferguson, Scott (Finance)**      **4/8/2022 3:13:00 PM**

The parties shall first attempt to promptly resolve any controversy, claim or dispute arising out of or relating to the Contract or the construction, interpretation, performance, breach, termination, enforceability or validity thereof by face-to-face (or virtual video call) negotiation between representatives who have full and complete authority to settle any such controversy, claim, or dispute. If a dispute arises concerning this Agreement or any purchase order, a meeting of the parties shall be held within 10 business days after either party gives the other party written notice of the dispute (the "Dispute Notice"). The Dispute Notice shall set forth in reasonable detail the aggrieved party's position and its proposal for resolution of the dispute. A representative of each party who has full authority to resolve the dispute shall be in attendance at all meetings. If the dispute is not resolved within thirty (30) calendar days after the first meeting of the parties, (or such extended time period as to which the parties may mutually agree), the parties may deliberate in good faith the alternative methods of dispute resolution, other than litigation, that may then be

available to them as a means to efficiently and economically resolve the dispute while preserving the parties' relationship under the Agreement and the purchase order in question, giving due consideration to the nature of the pending issues and matters in the dispute. Statements made or positions taken by a party during negotiations to resolve the dispute are deemed privileged and confidential as settlement discussions and may not be introduced as evidence or otherwise be presented, alluded to or used in any subsequent proceeding (including mediation or litigation) against the party whose statement is in question. If the parties are unable to reach agreement on an alternative method of dispute resolution within thirty (30) calendar days after the parties first begin consideration of alternatives to litigation or such time period as mutually agreed by the parties, either party is then free to use any other available remedy.

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With regard to the Breach provision in Section 5.1 of the Terms, WM requests such violations shall be "material" to constitute a breach and that METRO must identify any such breach "in writing" to WM. WM also requests the same right to terminate the contract set out in Section 5.1 that METRO has. In other words, if METRO defaults in performance of the contract and fails to cure within 30 days after receiving written notice, then WM may terminate the contract.

**Page 8: Commented [AM(14R13)]**      **Amos, Macy (Legal)**      **1/11/2022 2:03:00 PM**

We are okay with a mutual breach. I've updated the contract to reflect the same.

**Page 8: Commented [WC15R13]**      **Carlyle White**      **3/15/2022 2:27:00 PM**

Thank you

**Page 8: Inserted**      **Scott Ferguson**      **4/6/2022 9:08:00 AM**

Reserved

1.1.

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Will address Notice in 5.1 Breach language.

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Notice

1.1.

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If either party files a petition for bankruptcy, is adjudicated bankrupt, becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver appointed for it or its business, or has a petition in bankruptcy filed against it that is not discharged within thirty days, then the other party may terminate this agreement upon 14 days' written notice.

**Page 8: Inserted Carlyle White 3/15/2022 2:27:00 PM**

If either party files a petition for bankruptcy, is adjudicated bankrupt, becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver appointed for it or its business, or has a petition in bankruptcy filed against it that is not discharged within thirty days, then the other party may terminate this agreement upon 14 days' written notice

**Page 8: Commented [FS(17)] Scott Ferguson 1/6/2022 3:35:00 PM**

WM objects to the provision in Section 5.3 of the Terms that allows METRO to terminate the contract for convenience. To fulfill the scope of work, WM will commit significant labor and trucks and, as such, objects to any termination for convenience rights by either party.

**Page 8: Commented [WC18R17] Carlyle White 3/15/2022 2:26:00 PM**

METRO - WM has proposed language for termination in the event a party files for bankruptcy or become insolvent. We believe this type of termination instead of a no cause termination for convenience would address the concerns that METRO raised during the last call.

**Page 9: Commented [FS(19)] Scott Ferguson 1/7/2022 2:30:00 PM**

WM takes exception to certain Insurance language in Section 7.1 of the Terms, including (a) the requirement that METRO be named as an additional insured on all the requested insurance policies. METRO cannot be named as additional insured under WM's workers' compensation/employer's liability policy; (b) the requirement that the contractor provide products liability and professional liability insurance which are not applicable to a waste services contract; (c) the Cyber Liability and Technological Errors and Omissions insurance requirements since this contract is for services that do not involve, software, information security or technology; (d) the language requiring certified copies of its insurance endorsements or policies, if requested, and (e) the language in the first paragraph of subsection 7.10 because WM's insurance will cover liability assumed under an insured contract. WM's policies provide 30 days' notice of cancellation or expiration but not changes in coverage, and 10 days' notice for cancellation due to premium non-payment. Further, WM's deductibles or self-insured retention amounts are considered proprietary information that WM will not disclose. WM objects to all places in the RFQ where the above requirements are stated.

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**Page 10: Commented [WC20] Carlyle White 1/28/2022 4:15:00 PM**

Waste Management objects to the language because our insurance will cover liability assumed under an insured contract. Metro is also being named as an additional insured under the required business automobile policy and commercial general liability policy.

**Page 11: Commented [WC21] Carlyle White 1/28/2022 3:54:00 PM**

Waste Management does not provide copies of its insurance policies to customers.

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Waste Management does not disclose or allow its customers to approve its insurance deductibles.

**Page 11: Commented [FS(23)] Scott Ferguson 1/7/2022 2:32:00 PM**

WM objects to the warranty language in Section 8.2 of the Terms because this provision is applicable to a contract for goods or products, not services. WM is willing to provide a warranty that its services are performed in a safe and workmanlike manner and that it has obtained all required permits and licenses.

**Page 11: Commented [AM(24R23)] Amos, Macy (Legal) 1/11/2022 2:06:00 PM**

This is acceptable to Metro.

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**Page 12: Commented [WC25] Carlyle White 1/28/2022 4:35:00 PM**

Waste Management objects to this overly broad definition of sensitive information. Metro must be able to specifically identify or mark sensitive information.

**Page 12: Commented [FS(26)] Scott Ferguson 1/7/2022 2:36:00 PM**

WM takes exception to Section 8.6 of the Terms that pertains to a Business Associate Agreement (“BAA”) and notifying METRO of any data breach under the BAA. METRO will not be providing any data or information that falls within the scope of a BAA and WM will not enter into a BAA with METRO as a result of the RFQ. This section should be stricken from the contract.

**Page 12: Commented [FS(27R26)] Scott Ferguson 1/13/2022 10:12:00 AM**

BAA Language removed and this was approved by John Griffey

**Page 12: Commented [WC28R26] Carlyle White 3/15/2022 2:53:00 PM**

METRO - WM can agree to a 72-hour notice period as discussed during the last call

**Page 12: Deleted Carlyle White 2/25/2022 2:03:00 PM**

within the time prescribed under applicable law after

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within

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72 hours of

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**Page 13: Commented [FS(29)] Scott Ferguson 1/7/2022 2:38:00 PM**

Regarding Section 8.8 of the Terms, WM agrees to defend any suit that may be brought by a third party against METRO to the extent based on a claim that the services furnished by WM infringe another's intellectual property. WM also requires the insertion of the words "at its own cost" to the end of the sentence that says METRO reserves the right to participate in the defense of any such action.

**Page 13: Commented [AM(30R29)] Amos, Macy (Legal) 1/11/2022 2:07:00 PM**

Inserted the requested language.

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With regard to the language in Section 8.9 of the Terms, WM will allow an examination of its books, records and documents that relate to its bonds, services provided, and rates charged per the final contract. Beyond that, WM takes exception.

**Page 14: Commented [AM(32R31)] Amos, Macy (Legal) 1/11/2022 2:08:00 PM**

This should be acceptable.

Please propose language that will work for WM.

**Page 14: Commented [FS(33)] Scott Ferguson 1/7/2022 2:39:00 PM**

With regard to the language in Section 8.10, WM objects to allowing METRO to review and perform a security assessment of its information security management practices because this contract is for services that do not involve, software, information security or technology.

**Page 14: Commented [AM(34R33)] Amos, Macy (Legal) 1/11/2022 2:08:00 PM**

Please see modified language.

**Page 14: Commented [WC35] Carlyle White 1/28/2022 5:35:00 PM**

Waste Management objects to outside consultants/auditors that it does not approve to enter our premises to observe operations and records related to this Contract.

**Page 15: Commented [WC36] Carlyle White 1/28/2022 5:41:00 PM**

Waste Management objects to this overly broad definition of Metro property and a work for hire relationship for the waste collection services provided under this agreement.

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WM objects to the sentence in the Assignment provision in Section 8.22 of the Terms that says any assignment or transfer shall not release contractor from its obligations hereunder. If METRO consents to an assignment, then the contractor should be released and have no responsibility for the assignee's performance of the contract.

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**Page 17: Commented [FS(38)] Scott Ferguson 1/7/2022 2:51:00 PM**

WM requests that the Force Majeure provision in Section 8.24 of the Terms include the words pandemic, epidemic, and labor and equipment shortages.

**Page 17: Commented [AM(39R38)] Amos, Macy (Legal) 1/11/2022 2:12:00 PM**

I've modified the language in 8.24.

We cannot agree to labor and equipment shortages.

**Page 17: Commented [WC40R38] Carlyle White 1/28/2022 6:12:00 PM**

Waste Management disagrees with excluding labor and equipment shortages. These are issues that are beyond WM's reasonable control, as evident by the current labor market and supply chain shortages.

**Page 17: Commented [WC41R38] Carlyle White 3/15/2022 2:56:00 PM**

METRO - WM has reinserted this language regrading equipment and labor shortages as a Force Majeure event.

**Page 18: Inserted Carlyle White 3/15/2022 2:56:00 PM**

inability to obtain necessary labor or materials and equipment from usual sources due to any of the foregoing enumerated causes,

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As of the effective

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effective

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signing

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date (per 3.1) of the contract, no conditions exist that constitutes a *force majeure* event.

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(per 3.1)

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If either party's ability to perform its obligations hereunder is affected by an event of force majeure, such party shall promptly, upon learning of such event of force majeure and ascertaining that it will affect their performance hereunder, give notice to the other party within 48 hours of its discovery, describing in detail the nature of the event, its anticipated duration, and any remedial measures being taken to avoid or minimize its effect. The party affected by an event of force majeure shall give the other party regular (not less than monthly) progress reports on those remedial measures and such other information as the other party may reasonably request about the situation.

Header and footer changes

Text Box changes

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Footnote changes

Endnote changes