

# Contract Abstract

## Contract Information

Contract & Solicitation Title: Waste and Recycling Containers, Collection and ServicesContract Summary: CONTRACTOR agrees to provide Waste and Recycling Containers, Collection and Services using the pricing shown in Exhibit A (Pricing).Contract Number: 6488507 Solicitation Number: 81145 Requisition Number: 4020081Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): 370626Type 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): YesEstimated Start Date: 3/26/2021 Estimated Expiration Date: 3/25/2026 Contract Term: 5 YearsEstimated Contract Life Value: \$20,000,000.00 Fund: 10101 BU: 10103220Payment Terms: Net 30 Selection Method: RFPProcurement Staff: Daniel Drumwright BAO Staff: Jerval WatsonProcuring Department: General Services Department(s) Served: Metro Wide

## Prime Contractor Information

Prime Contracting Firm: Republic Services, Inc ISN#: 259908Address: 18500 N. Allied Way City: Phoenix State: TN Zip: 85054Prime Contractor is a Uncertified/Unapproved: SBE  SDV  MBE  WBE  (select/check if applicable)Prime Company Contact: Lynn Shaffer Email Address: CShaffer@republicservices.com Phone #: 615-568-6633Prime Contractor Signatory: Derrick Wolfe Email Address: DWolfe@republicservices.com

## Disadvantaged Business Participation for Entire Contract

*Small Business and Service Disabled Veteran Business Program:*No SBE/SDV participation Amount: 0 Percent, if applicable: 0*Equal Business Opportunity (EBO) Program:*Program Not Applicable Amount: 0 Percent, if applicable: 0*Federal Disadvantaged Business Enterprise:*No Amount: 0 Percent, if applicable: 0

\* Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No

## Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
<u>Republic Services, Inc</u>	<input type="checkbox"/>	<u>82</u>	<u>\$30,374,296.17</u>	<u>Awarded</u>
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<u>Select from the Following:</u>
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<u>Select from the Following:</u>

## Terms and Conditions

### 1. GOODS AND SERVICES CONTRACT

#### 1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** (METRO) and **Republic Services, Inc** (CONTRACTOR) located at **18500 N. Allied Way, Phoenix, AZ 85054**. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with priority),*
- *This document, including exhibits,*
  - *Exhibit A – (Pricing)*
  - *Exhibit B – (Scope of Service)*
- *The solicitation documentation for RFQ# 81145 and affidavit(s) (all made a part of this contract by reference),*
- *Purchase Orders (and PO Changes),*
- *CONTRACTOR's response to the solicitation,*

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

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

#### 2.1. Duties and Responsibilities

CONTRACTOR agrees to provide Waste and Recycling Containers, Collection and Services as defined in the Exhibit B- (Scope of Services).

#### 2.2. Delivery and/or Installation.

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

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

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

### **3. CONTRACT TERM**

#### **3.1. Contract Term**

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

### **4. COMPENSATION**

#### **4.1. Contract Value**

This Contract has an estimated value of \$20,000,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

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

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

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

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

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

#### **4.4. Escalation/De-escalation**

This Contract is eligible for annual escalation/de-escalation adjustments. The maximum escalation/de-escalation adjustments request cannot exceed 3.3% annually on pricing for the items shown on Exhibit A and must be in accordance with the Consumer Price Index (<http://www.bls.gov/cpi/>). The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's Office.

#### **4.5. Electronic Payment**

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

#### **4.6. Invoicing Requirements**

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

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

#### **4.7. Subcontractor/Subconsultant Payments**

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

### **5. TERMINATION**

#### **5.1. Breach**

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

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

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

### 5.3. Notice

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

## 6. NONDISCRIMINATION

### 6.1. METRO's Nondiscrimination Policy

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

### 6.2. Nondiscrimination Requirement

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

### 6.4. Covenant of Nondiscrimination

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

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

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

## **7. INSURANCE**

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

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

### **7.2. Product Liability Insurance**

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

### **7.3. Automobile Liability Insurance**

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

### **7.4. General Liability Insurance**

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

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

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

### **7.6. Such insurance shall:**

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

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

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes

METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

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

### **7.7. Other Insurance Requirements**

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

**PROCUREMENTCOI@NASHVILLE.GOV (preferred method) OR DEPARTMENT OF  
FINANCE PROCUREMENT DIVISION 730 2ND AVE SOUTH, STE 101 P.O. BOX 196300  
NASHVILLE, TN 37219-6300**

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

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

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

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

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

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

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

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

### **8.1. Taxes**

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

## 8.2. Warranty

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

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

## 8.3. Software License

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

## 8.4. Confidentiality

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

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

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

Upon the request of METRO, CONTRACTOR shall return all information in whatever form in a format chosen by METRO. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized



and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

### **8.5. Information Ownership**

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

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

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

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

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

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

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

maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

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

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

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

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

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

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

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

**8.9. Maintenance of Records**

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

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

**8.10. Monitoring**

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

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

**8.11. METRO Property**

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all goods, records, reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR of any of its subcontractors; and, all other original works of authorship, whether created by METRO, CONTRACTOR or any of its subcontractors embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course

of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to Metro. Contractor and its subcontractors grant Metro a non-exclusive, perpetual, worldwide, fully paid up, royaltyfree license, with rights to sublicense through multiple levels of sublicenses, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

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

#### **8.12. Modification of Contract**

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

#### **8.13. Partnership/Joint Venture**

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

#### **8.14. Waiver**

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

#### **8.15. Employment**

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

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

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

**8.16. Compliance with Laws**

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

**8.20. Indemnification and Hold Harmless**

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

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

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

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

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

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

### **8.21. Attorney Fees**

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

### **8.22. Assignment--Consent Required**

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

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

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

**METRO'S CHIEF ACCOUNTANT**

**DIVISION OF ACCOUNTS**

**DEPARTMENT OF FINANCE**

**PO BOX 196300**

**NASHVILLE, TN 37219-6300**

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

**8.23. Entire Contract**

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

**8.24. Force Majeure**

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

**8.25. Governing Law**

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

**8.26. Venue**

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

**8.27. Severability**

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

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number 6488507

**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  
PRG@NASHVILLE.GOV**

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

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Republic Services, Inc.

Attention: Charles Shaffer

Address: 18500 N. Allied Way Phoenix, AZ 85054

Telephone: 615-568-6633

Fax: 615-782-5572

E-mail: cshaffer@republicservices.com

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

(THIS SECTION MUST BE COMPLETED)

Designated Agent: Republic Services, Inc.

Attention: Charles Shaffer

Address: 18500 N. Allied Way Phoenix, AZ 85054

E-mail: cshaffer@republicservices.com

**[SPACE INTENTIONALLY LEFT BLANK]**



6488507

Contract Number \_\_\_\_\_

**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:**

Velvet Hunter DA  
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

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

Michelle B. Hernandez Lane DD  
Purchasing Agent Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Kevin Cumbotto TE RJ  
Director of Finance OMB BA

**APPROVED AS TO FORM AND LEGALITY:**

Macy Amos BC  
Metropolitan Attorney Insurance

**FILED BY THE METROPOLITAN CLERK:**

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

**CONTRACTOR:**

Republic Services  
Company Name

Derrick Wolfe  
Signature of Company's Contracting Officer

Derrick wolfe  
Officer's Name

GM  
Officer's Title

## Exhibit A-(Pricing)

### Provision and Collection of Waste Containers

ITEM DESCRIPTION	UNIT	UNIT PRICE (\$)
2 Cubic Yard Compactor	Per Pickup	\$5.78
4 Cubic Yard Compactor	Per Pickup	\$11.56
6 Cubic Yard Compactor	Per Pickup	\$17.34
8 Cubic Yard Compactor	Per Pickup	\$23.12
20 Cubic Yard Compactor	Per Pickup	\$350.00
30 Cubic Yard Compactor	Per Pickup	\$375.00
40 Cubic Yard Compactor	Per Pickup	\$400.00
42 Cubic Yard Compactor	Per Pickup	\$425.00
95/96 Gallon Cart	Per Pickup	\$4.38

### Provision and Collection of Recycle Containers

ITEM DESCRIPTION	UNIT	UNIT PRICE (\$)
2 Cubic Yard Compactor	Per Pickup	\$5.60
4 Cubic Yard Compactor	Per Pickup	\$11.20
6 Cubic Yard Compactor	Per Pickup	\$16.80
8 Cubic Yard Compactor	Per Pickup	\$22.40
20 Cubic Yard Compactor	Per Pickup	\$150.00
30 Cubic Yard Compactor	Per Pickup	\$150.00
40 Cubic Yard Compactor	Per Pickup	\$150.00
42 Cubic Yard Compactor	Per Pickup	\$150.00
95/96 Gallon Cart	Per Pickup	\$2.19

### Repair and Emergency services

ITEM DESCRIPTION	UNIT	UNIT PRICE (\$)
On-call Services for Emergency Pickup (within 3 hours of request)	Per Request	\$50.00
Labor hourly rate for any repair to Metro Owned Dumpster	Per Request	\$150.00
Dumpster Relocation Services	Per Request	\$50.00

\* For the repair of Metro Owned Dumpsters, Metro will reimburse the cost of the material only, plus labor rate established above.

### **Exhibit B- (Scope of Services)**

The Contractor is responsible for the provision and collection of waste and recycling containers in addition to the repair and purchase of waste and recycle bins on as needed basis. The Contractor will manage waste material to maximize recycling and minimize the amount of material sent to the landfill. Repairs to METRO owned waste and recycle containers will be charged at hourly labor rates, plus any needed additional material replacement needed (Contractor will provide materials and charge METRO for the cost of the material). Contractor shall provide Metro with a purchase quote upon Metro's request. The ordering department will review for approval and issue a Purchase Order if quote is accepted and order needs to be fulfilled.

This contract may be used for the purchase on new waste and recycle bin and to request waste and recycle service using other roll offs and cubic yard containers as needed. Contractor shall provide Metro with a purchase quote upon Metro's request. The ordering department will review for approval and issue a Purchase Order if quote is accepted and order needs to be fulfilled.

#### Requirements:

- Provide containers, collection, pick-up, transportation, segregation, specific processing, shipment and marketing of the refuse and recyclable materials.
- Containers shall be maintained in good condition, without graffiti and with fully operational and attached lids.
- Bins that are found to be deficient by either the contractor or METRO shall be replaced and/or refurbished.
- The contractor shall identify and communicate to METRO means to reduce refuse materials and increase recycling at METRO facilities.
- Optimize current hauling, garbage disposal, and recycling operations and services to reduce overall waste management system costs.
- Develop a detailed tracking, reporting, and billing/invoicing system to support METRO's goal setting, performance tracking, and decision-making ability.
- Collaborate with METRO Sustainability division to implement and operate the refuse collection and the Recycling and Waste Diversion Program. This includes conducting educational training and outreach as necessary, including but not limited to, recycling procedures or waste minimization, recycling center tours, and meetings with Sustainability staff regarding the program.
- Contractor shall furnish all labor, material, vehicles, refuse and/or recycling containers (including repair services), and any other items or materials necessary to perform the refuse and/or recycling collection services described in this document. In general, the services involve loading and transporting refuse from a refuse collection site to a refuse

disposal site and loading and transporting recycling materials from a recycling collection site to a recycling sorting and reclamation site.

- Contractor shall comply with all state, county and local laws regarding refuse disposal and/or recycling.
- Contractor shall have access to the collection sites during normal hours of operation to provide the services required. If a pick-up site is not available due to an obstruction, the route driver will note the time, a description of the obstruction and, if a vehicle, the license number. This information will be relayed by the Contractor's Contract Manager to METRO's contact to correct the problem.
- Contractor's personnel shall make all collections in a quiet, orderly manner and shall utilize such noise-control procedures and equipment as may be reasonably expected. Loose materials that fall from the containers during pickup shall be cleaned by contractor.
- Except for temporary or on-call refuse collection sites, Contractor shall install guides and stops to accurately position the location of units when they are returned to a refuse collection site. The fastenings and anchors used to keep the guides and stops in place shall be designed and installed so they will not be pulled loose or fail after repeated movement.
- The Contractor's Project Manager (PM) is responsible to provide a direct cell phone number. The PM is required to respond to METRO's needs within three (3) hours after receipt of the call if it is an emergency, and within 24 hours for all other requests.
- Contractor must have all required equipment prior to award. METRO may inspect the equipment prior to awarding the contract, as well as during the contract term. Equipment that in METRO's opinion is in poor operating condition will not be allowed for use in the performance of the contract.
- All equipment and vehicles shall be kept and maintained in safe, optimum operation condition without leaking fuel or fluids. All vehicles used in the execution of this contract shall have the company and and/or logo prominently displayed on both sides of the vehicle and be clean, maintained and painted to present a neat, professional appearance.
- Contractor shall provide the containers for refuse and/or recycling collection to METRO and will ensure quality and accuracy of documentation supplied to METRO. The contractor will make corrections for errors such as missed pickups at their expense with no charge to METRO. Dumpsters utilized in this contract shall be leak-resistant, rodent-resistant, lidded, constructed of impervious material and subject to the inspection of METRO. Dumpsters utilized for any service must have metal bodies, wheels, and lids that completely cover the container opening.
- All dumpsters must be maintained to be free of graffiti. If located in the downtown zoning districts, dumpsters shall have features giving them the capability to be locked securely except when depositing or removing waste
- METRO shall maintain and provide Contractor with an updated list of sites for pickup of refuse and recycling.

Where applicable, METRO may request the contractor to weigh waste and recycled goods. Weight data shall include weight in tons by day, monthly summaries and the historical comparison for previous years.

Deliverables:

**Deliverable I: Provision and collection of waste containers**

Must be able to provide various size containers, including but not limited to carts, dumpsters, roll-offs, compactors, and roll-offs upon request. Must be able to provide all of the following options at Metro's request:

- Empty container as scheduled (including containers owned by Metro)
- Pickup container/roll-off and leave replacement container/roll-off
- Pickup container/roll-off.
- No co-mingling of collected material is allowed

**Deliverable II: Provision and collection of recycling containers**

Must be able provide various size containers, including but not limited to carts, dumpsters, roll-offs, compactors, and roll-offs upon request. Must be able to provide all of the following options at Metro's request:

- Empty container as scheduled (including containers owned by Metro)
- Pickup container/roll-off and leave replacement container/roll-off
- Pickup container/roll-off.
- No co-mingling of collected material is allowed.
- Disposal Site/Recycling Facility

**Disposal Site**

Contractor shall dispose of all waste and heavy trash collected at a permitted Disposal Site. The Disposal Site shall be licensed and permitted as required by all governmental bodies.

**Recycling Site**

Contractor process and market all Recyclable Materials collected at a Recycling Facility. The Recycling Facility shall be licensed and permitted.

**Performance Standards:**

Contractor (and its drivers, employees and agents) shall adhere to the following performance standards:

- Carts shall be replaced upright within two (2) feet of placement without obstructing traffic or damaging landscaping.

- Dumpsters and Roll-off Compactors shall be replaced upright within eighteen inches (18") of the placement, without obstructing traffic or damaging landscape.
- Collection areas shall be free of litter and debris larger than three (3) inches within a ten-foot radius of the Carts.
- Contractor shall not leave loose material, which during collection may fall in the streets or property of METRO and will collect any loose material that is generated during the collection operations.
- Contractor shall not use vehicles that leak oil, hydraulic fluid or other substances, or present an unhygienic or unsafe appearance.
- During transport, all materials shall be contained, covered and enclosed so that spilling, and leakage of materials does not occur.
- Contractor shall be responsible for the cleanup of any spillage or leakage from its vehicles within two (2) hours.
- Contractor shall carry absorbent materials to clean up liquid and hydraulic spills or leaks on all trucks. If a spill or leak leaves a stain on a roadway, building, or other similar surface caused by contractor, its vehicles or employees, the contractor will use all reasonable means available to remove the stain and restore the facility to the satisfaction of METRO.
- Contractor shall be responsible for litter caused by the provision of services in connection with this contract.
- Contractor shall clean up any litter larger than three (3) inches within a ten- foot radius of Collection Areas on at least a weekly basis.
- Contractor shall clean up all litter on at least a weekly basis, or at any time in response to Metro's needs.
- Collection equipment shall be maintained as to prevent odors. Contractor shall routinely clean collection equipment, to maintain a standard of cleanliness.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/23/2021

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

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

<b>PRODUCER</b> CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD SCOTTSDALE, AZ 85255	<b>CONTACT NAME:</b> PHONE (A/C No.Ext): _____ FAX (A/C No.Ext): _____ E-MAIL ADDRESS: <a href="mailto:certificateteam@ccmsi.com">certificateteam@ccmsi.com</a>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	<b>INSURER A:</b> ACE American Insurance Co. <span style="float: right;">22667</span>	
	<b>INSURER B:</b> Indemnity Insurance Company of NA <span style="float: right;">43575</span>	
	<b>INSURER C:</b> ACE Fire Underwriters <span style="float: right;">20702</span>	
	<b>INSURER D:</b> Illinois Union Insurance Company <span style="float: right;">27960</span>	
	<b>INSURER E:</b> _____	
	<b>INSURER F:</b> _____	

**COVERAGES**


**CERTIFICATE NUMBER: 1941772**

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____			HDO G71450892	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED ONLY <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED ONLY <input type="checkbox"/> _____			ISA H25305425	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ _____						EACH OCCURRENCE AGGREGATE
B A C A D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N N/A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C67458424 AOS WLR C67458382 AZ/CA/MA/OR SCF C67458461 - WI WCU C67458503 - OH XS TNS C66948560 - TX NSXS	06/30/2020 06/30/2020 06/30/2020 06/30/2020	06/30/2021 06/30/2021 06/30/2021 06/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Division Number: 4840 - Named Insured Includes: BFI Waste Services, LLC - Dba: Allied Waste Services of Nashville - Republic Services of Nashville

<b>CERTIFICATE HOLDER</b>  PURCHASING AGENT, METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY METRO COURTHOUSE NASHVILLE, TN 37201 United States	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# ADDITIONAL REMARKS SCHEDULE

Page 2 of 7

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS****CERTIFICATE NUMBER: 1941772**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

**GENERAL LIABILITY:**

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.  
Coverage is primary and non-contributory when required by written contract.  
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**AUTO LIABILITY:**

Certificate holder is Additional Insured when required by written contract.  
Coverage is primary and non-contributory when required by written contract.  
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67458424 and stop gap coverage for OH is covered under policy no. WCU C67458503, as noted on page 1 of this certificate.

**TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:**

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C66948560) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Additional Insured includes: Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers, when required by written contract.

Re: RFQ 81145 Waste and Recycling Containers, Collection and Services.





## METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

1/19/2021 | 11:48 AM CST

Lynn Shaffer  
Republic Services  
Metro Courthouse Ste. 108  
Nashville, TN 37219

Re: RFQ 81145 Waste and Recycling Containers, Collection and Services

Dear Lynn Shaffer:

The Metropolitan Government of Nashville and Davidson County (Metro) has completed the evaluation of submitted solicitation offer(s) to the above RFQ 81145 Waste and Recycling Containers, Collection and Services. This letter hereby notifies you of Metro's intent to award to Republic Services, contingent upon successful contract negotiations. Please provide a certificate of Insurance indicating all applicable coverages within 15 business days of the receipt of this letter.

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

Additionally the awardee will be required to submit evidence of participation of and contractor's payment to all Small, Minority, and Women Owned Businesses participation in any resultant contract. This evidence shall be submitted monthly and include copies of subcontracts or purchase orders, the Prime Contractor's Application for Payment, or invoices, and cancelled checks or other supporting payment documents. Should you have any questions concerning this requirement, please contact Cierra Rowe at 615-862-6136 or at [Cierra.Rowe@nashville.gov](mailto:Cierra.Rowe@nashville.gov).

Depending on the file sizes, the responses to the procurement solicitation and supporting award documentation can be made available either by email, CD for pickup, or in person for inspection. If you desire to receive or review the documentation or have any questions, please contact Buyer, Daniel Drumwright, by email at [Daniel.Drumwright2@nashville.gov](mailto:Daniel.Drumwright2@nashville.gov) Monday through Friday between 8:30am and 3:30pm.

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

Sincerely,

*Michelle A. Hernandez Lane*

Michelle A. Hernandez Lane  
Purchasing Agent

Cc: Solicitation File, Other Offerors

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

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

[Procurement Division](#)

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

[www.Nashville.gov](http://www.Nashville.gov)  
Phone: 615-862-6180  
Fax: 615-862-6179

Solicitation Title & Number	RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
RFQ 81145 Waste and Recycling Containers, Collection and Services	30	10	40

Offeror's Name	Total Bid Amount	SBE/SDV Participation Amount Proposed	RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
Republic Services	\$30,374,296.17	0.00	30.00	0.00	30.00

## RFQ # 81145- Waste and Recycling Containers, Collection and Services

Offeror	Republic Services
Cost Criteria (40 Points)	30.00
Qualifications and Management (30 Points)	27.00
Experience and Approach (30 Points)	25.00
Total Evaluation Scores	82.00

### Evaluation Comments

#### Republic Services

**Strengths - Good overall Qualifications and Management, Good overall Experience and Approach, Provided detailed responses on all deliverables, Strong execution plan for completing work; Good Deployment Plan related to maintaining pick-up frequency, Strong Company History and Background, Sustainability Report provided sound plan for executing work related to the project, Resume provided specific detail and experience related to the project**

**Weakness - Failed to provide specific fleet information related to completing the services requested, Failed to provide plan to monitor subcontractor performance, Failed to provide financial information related to the capacity to perform work**

## BAO Small Business Assessment Sheet

**BAO Specialist:** Cierra Rowe

**Contract Specialist:** Daniel Drumwright

**Date:** 12/4/2020

**Department Name:** Water Services

**RFP/ITB Number:** 81145

**Project Name:** Collection Waste and Recycling Containers

Primary Contractor*	Prime Bid Amount	Total Proposed SBE (\$)	SBE Subs approved?	SBE (%)	Comments
Republic Services	\$30,374,296.17	\$0	No	0%	The prime is not an approved SBE did not propose to utilize SBE subcontractors.



## Statement of M/WBE Utilization

Proposer's/Firm's Name: <b>Republic Services</b>	Proposer's Phone #: 615-568-6633
Solicitation Title: <b>Waste and Recycling Containers, Collections, and Service</b>	Proposer's Email Address: <b>cshaffer@republicservices.com</b>
Solicitation #: <b>RFQ 81145,3</b>	Amount Self-performed : 100
Proposer's/Firm's Ownership: <b>Non-M/WBE</b>	Total Bid Amount: \$30,374,296.17
<b>Proposed EBO Goal (%)</b> : 6 <u>    </u> MBE% 5 <u>    </u> WBE%	EBO Goal Met? (Y/N) <b>NO</b>

The following MWBE\* subcontractor(s)/supplier(s) will be utilized for the performance of this project:

			Certificate					
MBE/WBE Firm Name	MBE/WBE Firm Address	Phone/E-Mail	Type (MBE or WBE)	* MBE/WBE Group Type *	Code # UNSPS/NAICS	Description of Work	MBE/WBE Dollars (\$)	Percent of Total Contract
1			Select	Select				
2			Select	Select				
3			Select	Select				
4			Select	Select				
5			Select	Select				
6			Select	Select				
7			Select	Select				

*I am the duly authorized representative and certify the facts and representations contained in this form and supporting documents are true and correct.*

Authorized Representative (Printed Name/Title/Signature) <b>Lynn Shaffer, Jr.</b> <span style="float: right;"><i>Sales Manager</i></span>	Date <b>11/25/2020</b>
--	---------------------------

\*Note: MWBE is defined as business enterprise maintaining a significant business presence in the Program Area & performing a commercial useful function that is owned by one or more of the following: (1) African Americans (2) Native Americans, (3) Hispanic Americans, (4) Asian Americans, and (5) Women.

<b>Has Prime Complied with EBO Goal?</b> <input type="text" value="NO"/>	<b>For Internal Office Use ONLY</b>	<b>If No, Good Faith Efforts Met?</b> <input type="text" value="YES"/>
--	-------------------------------------	--

**BAO Representative:** Cierra Rowe **Date:** 12/04/20

<b>Total MBE Subcontracting</b>	<u>0</u> %	<u>\$ 0</u>
<b>Total WBE Subcontracting</b>	<u>0</u> %	<u>\$ 0</u>
<b>Total MBE/WBE Participation:</b>	<u>0</u> %	<u>\$ 0</u>

## METROPOLITAN GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY

## M/WBE SUBCONTRACTORS GOOD FAITH EFFORTS

## SUMMARY SHEET

<b>THIS DOCUMENT MUST BE ACCURATELY COMPLETED, SIGNED AND SUBMITTED WITH THE BID OR PROPOSAL</b> (Due with Bid Submission if Applicable)			
<b>Project Name:</b> Waste and Recycling Collection, Containers,		<b>Project Number:</b> 81145,3	
<b>Company Name:</b> Republic Services		<b>Date Submitted:</b> 11/03/2020	<b>Total Contract Value:</b> \$30,374,296.17
<b>Address:</b> 621 Hill Avenue, Nashville, TN 37210		<b>Federal Tax ID#</b> 65-0716904	
<b>Contact Person:</b> Lynn Shaffer, Jr.		<b>Email:</b>	<b>Phone #:</b> 615-568-6633
<b>GOOD FAITH EFFORTS SUMMARY SHEET</b>			
<b>Number</b>	<b>Bidder Action(s)</b>	<b>BAO Only</b>	
1.	<p><b>Solicitation and written notice to available and certified MWBEs:</b> Soliciting specific individual MWBEs whose availability as potential sources of goods or services can be reasonably ascertained. This measure includes sending letters or making other personal contacts with specific certified MWBEs including those that the Bidder has contracted with in the past as well as other MWBEs with which the Bidder may be unfamiliar, but whose identities can be ascertained from a directory of certified MWBEs maintained by the BAO.</p> <p>The written notices contain:</p> <ol style="list-style-type: none"> <li>I. Enough information about the plans, specs, and terms &amp; conditions of the solicitation;</li> <li>II. A contact person knowledgeable of the project documents available to answer questions about the condition of the contract;</li> <li>III. Information regarding the Bidder's bonding requirements;</li> <li>IV. The deadline for submission of price quotations.</li> </ol>	Fail	

**For each MBE/WBE firm contacted, list the name(s) and all information requested below related to the above project. If additional space is required, this form may be duplicated.**

Company Name/Address/Contact Person/Phone/Email	Type of Business	Type of Work/Service(s) Solicited	How Business was contacted (i.e. email, phone, letter, etc.?)	Response to Solicitation (i.e. will submit bid, no response, not interested)	Bid/Quote Amount	Company Selected (Write Yes or NO)
Nashville Fabrication & Engineering, Andy Hobbs	MBE	Repair of containers	Phone/Email	Still working with company	TBD	Select
DevMar Products, LLC. Kerri McNair	WBE	Sanitation products for office/trucks	Phone/Email	Still working with company	TBD	Select

METROPOLITAN GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY

M/WBE SUBCONTRACTORS GOOD FAITH EFFORTS

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<b>Address:</b> 621 Hill Avenue, Nashville, TN 37210		<b>Federal Tax ID#</b> 65-0716904
<b>Contact Person:</b> Lynn Shaffer, Jr.	<b>Email:</b>	<b>Phone #:</b> 615-568-6633
<b>GOOD FAITH EFFORTS SUMMARY SHEET CHECKLIST</b>		
<b>Number</b>	<b>Bidder Action(s)</b>	<b>BAO Only</b>
2.	<b>Meetings:</b> Attended or held informational meetings to update potential subcontractors or vendors of subcontracting or supply opportunities.	Pass

**List all information requested below related to the above project. If additional space is required, this form may be duplicated.**

Company Name/Address/Contact Person/Phone Number/Email	Description of Meeting Notices for M/W/SDVEs	Date M/W/SDVE Attended, if applicable
Nashville Fabrication & Engineering/2039 HWY 12 S, Ashland City, TN 37015, Andy Hobbs, andy@nashvillefab.com,	Repair/Welding of waste containers	10/29/2020
DevMar Products, LLC. 1865 Air Lane	Sanitation supplies for trucks	11/02/2020
+	+	

METROPOLITAN GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY

M/WBE SUBCONTRACTORS GOOD FAITH EFFORTS

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<b>Company Name:</b> Republic Services		<b>Date Submitted:</b> 11/03/2020	<b>Total Contract Value:</b> \$30,374,296.17
<b>Address:</b> 621 Hill Avenue, Nashville, TN 37210		<b>Federal Tax ID#</b> 65-0716904	
<b>Contact Person:</b> Lynn Snatter, Jr.		<b>Email:</b>	<b>Phone #:</b> 615-568-6633

**GOOD FAITH EFFORTS SUMMARY SHEET CHECKLIST**

Number	Bidder Action(s)	BAO Only
3.	<b>Unbundling.</b> Divided the contract, in accordance with normal industry practice, into small, economically feasible segments that could be performed by MWBEs. Under no circumstances, however, shall a bidder segment work solely for the purpose of utilizing MWBEs as subcontractors where such segmentation is not in accordance with common and accepted industry practices relating to the utilization of other firms as subcontractors.	Pass

**What Scope of Project Was Divided?**

1. Cleaning/Sanitation of Trucks	2. Repair of Equipment
3. Soap/Sanitizer for Trucks/Office	4.
5.	6.



METROPOLITAN GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY

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<b>Company Name:</b> Republic Services		<b>Date Submitted:</b> 11/03/2020	<b>Total Contract Value:</b> \$30,374,296.17
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**GOOD FAITH EFFORTS SUMMARY SHEET CHECKLIST**

Number	Bidder Action(s)	BAO Only
4.	<b>Rejection:</b> Provided a written explanation for rejection of any potential subcontractor or vendor to the Bidder, including the name of the firm awarded the subcontract or supply agreement.	Pass

**For each MBE/WBE firm contacted, list the name(s) and all information requested below related to the above project. If additional space is required, this form may be duplicated.**

M/WBE Firm Name/Address/Contact Person/Phone Number/Email	Description of Proposed Work	Reason for Rejection
Nashville Fabrication & Engineering/2039 HWY 12 S, Ashland City, TN 37015, Andy Hobbs, andy@nashvillefab.com, 615-352-5296	Repair/Welding of waste containe	This has not been rejected but no
DevMar Products, LLC. 1865 Air Lane Drive, Nashville, TN 37210 Kerri McNair, 615-232-7040	Sanitation supplies for trucks/offi	This has not been rejected but no
Imperial Cleaning Services 968 Madison Square STE 109 Nashville, TN 37115	Cleaning of Trucks	Rejected due to not response

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<b>Address:</b> 621 Hill Avenue, Nashville, TN 37210		<b>Federal Tax ID#</b> 65-0716904	
<b>Contact Person:</b> Lynn Snatter, Jr.		<b>Email:</b>	<b>Phone #:</b> 615-568-6633

**GOOD FAITH EFFORTS SUMMARY SHEET CHECKLIST**

Number	Bidder Action(s)	BAO Only
5.	<b>Non-discrimination:</b> Providing a non-discriminatory work site. Maintaining a work environment free of harassment, intimidation and coercion at all construction sites, offices and other facilities at which the Bidder's employees are assigned to work. The Bidder shall specifically ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the Bidder's obligation to maintain a non-discriminatory work environment.	Pass

**For each training, list the type of training and date.**

Type of Training	Date of Training
Harassment Prevention Training for Workplace	10/01/2020

METROPOLITAN GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY

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**GOOD FAITH EFFORTS SUMMARY SHEET CHECKLIST**

Number	Bidder Action(s)	BAO Only
6.	<b>Community and Other Organizational Services Support:</b> Advertising in trade publications of general circulation in the Program Area. The advertisement shall identify and describe the specific subcontracting or other opportunity in reasonable detail.	Fail

**For each MBE/WBE firm contacted, list the name(s) and all information requested below related to the above project. If additional space is required, this form may be duplicated.**

Publication Name	Date of Publication	Please provide copy.
We do not advertise in trade publicatio +		

METROPOLITAN GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY

M/WBE SUBCONTRACTORS GOOD FAITH EFFORTS

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**GOOD FAITH EFFORTS SUMMARY SHEET CHECKLIST**

Number	Bidder Action(s)	BAO Only
7.	<b>Assistance: Bonding/Lines of Credit/Insurance:</b> Providing reasonable assistance to a MWBE in need of equipment, supplies, bonding, letters of credit and/or insurance.	N/A

**For each MBE/WBE firm contacted, list the name(s) and all information requested below related to the above project. If additional space is required, this form may be duplicated.**

Company Name/Address/Contact Person/Phone Number/Email	Type of Assistance
No one requested assistance	No one requested assistance

METROPOLITAN GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY

M/WBE SUBCONTRACTORS GOOD FAITH EFFORTS

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**GOOD FAITH EFFORTS SUMMARY SHEET CHECKLIST**

Number	Bidder Action(s)	BAO Only
8.	<b>Database Utilization</b> Accessed all reasonable and available means to include, but not limited to the following examples: <a href="https://www.nashville.gov/Finance/Procurement/Business-Assistance-Office/SMWBE-Lists-and-Forms.aspx">https://www.nashville.gov/Finance/Procurement/Business-Assistance-Office/SMWBE-Lists-and-Forms.aspx</a> or <a href="https://nashville.diversitycompliance.com/">https://nashville.diversitycompliance.com/</a>	Pass

**For each MBE/WBE firm contacted, list the name(s) and all information requested below related to the above project. If additional space is required, this form may be duplicated.**

Database Accessed	Date of Access	Results
yes using the nashville.diversitycompliance.com website. The other links did not work.	10/29/20	Found the vendors listed above

METROPOLITAN GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY

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**GOOD FAITH EFFORTS SUMMARY SHEET CHECKLIST**

Number	Bidder Action(s)	BAO Only
9.	<b>Mentor Protégé' Relationship/Technical Assistance:</b> Providing reasonable technical assistance to a MWBEs to ameliorate any deficiencies of technical knowledge or advance skill, where such assistance is undertaken by the Bidder to facilitate the MWBE's successful participation on a project or contract.	N/A

**For each MBE/WBE firm assisted, list the name(s) and all information requested below related to the above project. If additional space is required, this form may be duplicated.**

Company Name	Type of Assistance	If Mentor Protégé' Agreement Reached, Please Provide Copy.

It is hereby certified that the above firms were contacted and offered an opportunity to respond on the above project. We further certify that the above statements are a true account of all firms' responses to our solicitation. Copies of all bids and/or quotes will be made available upon request.

Signature: Lynn Shaffer, Jr. Print Name: Lynn Shaffer, Jr. Title: Sales Manager

## **Drumwright, Daniel (Finance - Purchasing)**

---

**From:** Lane, Michelle (Finance - Procurement)  
**Sent:** Tuesday, January 12, 2021 1:10 PM  
**To:** Drumwright, Daniel (Finance - Purchasing)  
**Cc:** Walker, Sandra (Finance - Procurement)  
**Subject:** RE: Single Bidder Award Approval: RFQ 81145 Waste and Recycling Containers, Collection and Services

Award to a single offeror is approved.

Michelle A. Hernandez Lane  
Chief Procurement Officer/Purchasing Agent  
Department of Finance  
Procurement Division  
Metropolitan Nashville Davidson County  
730 2<sup>nd</sup> Avenue South, Ste. 101  
Nashville, TN 37201  
Office- 615.862.5471

---

**From:** Drumwright, Daniel (Finance - Purchasing) <Daniel.Drumwright2@nashville.gov>  
**Sent:** Tuesday, January 12, 2021 12:43 PM  
**To:** Lane, Michelle (Finance - Procurement) <Michelle.Lane@nashville.gov>  
**Cc:** Walker, Sandra (Finance - Procurement) <Sandra.Walker@nashville.gov>  
**Subject:** FW: Single Bidder Award Approval: RFQ 81145 Waste and Recycling Containers, Collection and Services

Michelle,

RFQ # 81145 closed with a single bidder, Republic Services. The department considers the single offer as fair and reasonable and are in agreement to move forward in awarding to Republic Services. This RFP was solicited to registered vendors under the commodity code 76120000. An adequate pool of offerors had an opportunity to submit a response.

Thanks,

### **Daniel Drumwright**

Procurement Officer II  
Department of Finance  
(615)862-6632  
[Daniel.Drumwright2@nashville.gov](mailto:Daniel.Drumwright2@nashville.gov)

---

**From:** Walker, Sandra (Finance - Procurement) <[Sandra.Walker@nashville.gov](mailto:Sandra.Walker@nashville.gov)>  
**Sent:** Tuesday, January 12, 2021 10:44 AM  
**To:** Drumwright, Daniel (Finance - Purchasing) <[Daniel.Drumwright2@nashville.gov](mailto:Daniel.Drumwright2@nashville.gov)>  
**Subject:** RE: Single Bidder Award Approval: RFQ 81145 Waste and Recycling Containers, Collection and Services

Approved.

---

**From:** Drumwright, Daniel (Finance - Purchasing) <[Daniel.Drumwright2@nashville.gov](mailto:Daniel.Drumwright2@nashville.gov)>  
**Sent:** Monday, January 11, 2021 1:10 PM  
**To:** Walker, Sandra (Finance - Procurement) <[Sandra.Walker@nashville.gov](mailto:Sandra.Walker@nashville.gov)>  
**Subject:** FW: Single Bidder Award Approval: RFQ 81145 Waste and Recycling Containers, Collection and Services

Sandra,

Please see the attached and advise.

Michelle,

RFQ # 81145 closed with a single bidder, Republic Services. The department considers the single offer as fair and reasonable and are in agreement to move forward in awarding to Republic Services. This RFP was solicited to registered vendors under the commodity code 76120000. An adequate pool of offerors had an opportunity to submit a response.

Thanks,

**Daniel Drumwright**

Procurement Officer II  
Department of Finance  
(615)862-6632  
[Daniel.Drumwright2@nashville.gov](mailto:Daniel.Drumwright2@nashville.gov)

---

**From:** Drumwright, Daniel (Finance - Purchasing)  
**Sent:** Thursday, January 7, 2021 4:01 PM  
**To:** Walker, Sandra (Finance - Procurement) <[Sandra.Walker@nashville.gov](mailto:Sandra.Walker@nashville.gov)>  
**Subject:** Intent to Award RFQ 81145 Waste and Recycling Containers, Collection and Services

Sandra,

Please see attached and advise.

Thanks,

**Daniel Drumwright**

Procurement Officer II  
Department of Finance  
[Daniel.Drumwright2@nashville.gov](mailto:Daniel.Drumwright2@nashville.gov)  
(615)669-7586




## Certificate Of Completion

Envelope Id: 560875D2A2A648558FEAE0C55A5285C1	Status: Sent
Subject: Metro Contract 6488507 with Republic Services, Inc (General Services)	
Source Envelope:	
Document Pages: 43	Signatures: 11
Certificate Pages: 17	Initials: 7
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185

## Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
3/18/2021 9:37:19 AM	prg@nashville.gov	

## Signer Events

Signer Events	Signature	Timestamp
Daniel Drumwright		Sent: 3/23/2021 8:15:05 AM
Daniel.drumwright2@nashville.gov		Viewed: 3/23/2021 9:34:19 AM
Security Level: Email, Account Authentication (None)		Signed: 3/23/2021 9:35:23 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/23/2021 9:34:19 AM  
 ID: ee161c93-89fc-4b71-8499-a9f41383b370

Sandra Walker		Sent: 3/23/2021 9:35:32 AM
sandra.walker@nashville.gov		Viewed: 3/23/2021 10:39:54 AM
Security Level: Email, Account Authentication (None)		Signed: 3/23/2021 10:40:04 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/23/2021 10:39:54 AM  
 ID: 0954d296-2177-4586-8022-3f3b95ec884e

Dianna Atwood		Sent: 3/23/2021 10:40:09 AM
Dianna.Atwood@nashville.gov		Viewed: 3/23/2021 10:43:01 AM
Security Level: Email, Account Authentication (None)		Signed: 3/23/2021 11:10:06 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.52	

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/23/2021 10:43:01 AM  
 ID: a0622d3f-1ca3-4717-a02f-e3c22b4ce8f5

Rachel Jones		Sent: 3/23/2021 11:10:12 AM
rachel.jones@nashville.gov		Viewed: 3/23/2021 11:42:30 AM
Security Level: Email, Account Authentication (None)		Signed: 3/24/2021 5:52:49 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/23/2021 11:42:30 AM  
 ID: e3c1ba1e-6584-4b7a-be07-acde3784d896

Signer Events	Signature	Timestamp
<p>Derrick Wolfe  DWolfe@republicservices.com  GM  Republic Services  Security Level: Email, Account Authentication (None)</p>	<p><i>Derrick Wolfe</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 204.13.219.5</p>	<p>Sent: 3/24/2021 5:52:54 AM  Viewed: 3/24/2021 3:24:47 PM  Signed: 3/25/2021 9:24:01 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 3/24/2021 3:24:47 PM  ID: 2655dd46-36af-49bc-a796-d92a75fd4f10</p>		
<p>Michelle A. Hernandez Lane  michelle.lane@nashville.gov  Chief Procurement Officer/Purchasing Agent  Metro  Security Level: Email, Account Authentication (None)</p>	<p><i>Michelle A. Hernandez Lane</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 170.190.198.185</p>	<p>Sent: 3/25/2021 9:24:07 AM  Viewed: 3/29/2021 10:55:45 AM  Signed: 3/29/2021 10:56:04 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>		
<p>Velvet Hunter  Velvet.Hunter@nashville.gov  Security Level: Email, Account Authentication (None)</p>	<p><i>Velvet Hunter</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 170.190.198.185</p>	<p>Sent: 3/29/2021 10:56:11 AM  Viewed: 3/29/2021 2:49:11 PM  Signed: 3/29/2021 3:06:51 PM</p>
<p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 3/29/2021 2:49:11 PM  ID: 16616dc3-4429-4476-84e3-5c0f056761ff</p>		
<p>Tom Eddlemon  Tom.Eddlemon@nashville.gov  Security Level: Email, Account Authentication (None)</p>	<p><i>Tom Eddlemon</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 170.190.198.185</p>	<p>Sent: 3/29/2021 3:06:56 PM  Viewed: 3/29/2021 3:10:04 PM  Signed: 3/29/2021 3:13:51 PM</p>
<p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 3/29/2021 3:10:04 PM  ID: d299ed1b-3367-4e75-810f-550017db5e88</p>		
<p>Kevin Cumbo/tlo  taliamaxodneal@nashville.gov  Director of Finance  Security Level: Email, Account Authentication (None)</p>	<p><i>Kevin Cumbo/tlo</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 170.190.198.185</p>	<p>Sent: 3/29/2021 3:13:56 PM  Viewed: 3/29/2021 3:40:38 PM  Signed: 3/29/2021 3:40:55 PM</p>
<p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 3/29/2021 3:40:38 PM  ID: 2df2f3fd-5442-47da-88c4-c25075572ce6</p>		
<p>Kevin Cumbo/tlo  taliamaxodneal@nashville.gov  Director of Finance  Security Level: Email, Account Authentication (None)</p>	<p><i>Kevin Cumbo/tlo</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 170.190.198.185</p>	<p>Sent: 3/29/2021 3:41:00 PM  Viewed: 3/29/2021 4:05:14 PM  Signed: 3/29/2021 4:05:28 PM</p>
<p><b>Electronic Record and Signature Disclosure:</b></p>		

Signer Events	Signature	Timestamp
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Accepted: 3/29/2021 4:05:14 PM  
ID: de6c267a-e311-4562-b406-2013610a944a

Balogun Cobb  
balogun.cobb@nashville.gov  
Security Level: Email, Account Authentication (None)

Sent: 3/29/2021 4:05:33 PM  
Viewed: 3/29/2021 9:03:00 PM  
Signed: 3/29/2021 9:03:14 PM

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

**Electronic Record and Signature Disclosure:**

Accepted: 3/29/2021 9:03:00 PM  
ID: 101bcdb3-347d-4f00-82d0-72fb89df56ad

Macy Amos  
macy.amos@nashville.gov  
Security Level: Email, Account Authentication (None)

Sent: 3/29/2021 9:03:20 PM  
Viewed: 3/30/2021 8:36:52 AM  
Signed: 3/30/2021 8:37:39 AM

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

**Electronic Record and Signature Disclosure:**

Accepted: 3/30/2021 8:36:52 AM  
ID: 2a2177f9-c763-4eaf-938c-e8d86f6f03fc

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

Sent: 3/30/2021 8:37:49 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

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

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

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

**COPIED**

Sent: 3/30/2021 8:37:45 AM

**Electronic Record and Signature Disclosure:**

Accepted: 3/29/2021 7:48:19 AM  
ID: d4d71ace-a4df-4dce-b07e-3833b940095f

Macy Amos  
macy.amos@nashville.gov  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 3/30/2021 8:37:48 AM

**Electronic Record and Signature Disclosure:**

Accepted: 3/30/2021 8:36:52 AM  
ID: 2a2177f9-c763-4eaf-938c-e8d86f6f03fc

Carbon Copy Events	Status	Timestamp
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Jerval Watson  
Jerval.Watson@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 3/29/2021 3:12:50 PM  
ID: 039b0660-1cee-4efb-960b-061064031caf

Ava Elsaghir  
ava.elsaghir@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 3/24/2021 9:27:25 AM  
ID: 1d8d8e23-6291-4a04-91ad-ef68c5362dbb

Amber Gardner  
Amber.Gardner@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Elizabeth Waites  
Elizabeth.Waites@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 3/29/2021 4:20:10 PM  
ID: 1dd7f547-c012-4c80-a703-43849d46830f

Stephanie Belcher  
Stephanie.belcher@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 3/10/2021 1:34:51 PM  
ID: c09f14f8-7ace-4d57-bf90-e74bb9d8275b

Rick Taylor  
rick.taylor@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/23/2021 8:15:05 AM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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