

Contract Abstract

Contract Information

Contract & Solicitation Title: Marketing & Distribution of Biosolid Pellets

Contract Summary: Contractor agrees to provide the marketing & distribution of biosolid pellets for MWS.

Contract Number: 6568102 Solicitation Number: 358258 Requisition Number: 4083623

Replaces Expiring or Expired Contract? (Enter "No" or Contract No and Expiration Date): 441208 exp. 10/31/23

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

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

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

Estimated Start Date: 5/20/2024 Estimated Expiration Date: 5/19/2034 Contract Term: 120 Months

Estimated Contract Life Value: \$14,000,000.00 Fund:* 67331 BU:* 65558320

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

Payment Terms: Net 15 Selection Method: RFP

Procurement Staff: Christina Alexander BAO Staff: Sierra Washington

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

Prime Contractor Information

Prime Contracting Firm: Tycowa LLC ISN#: 25354

Address: 4714 Mt. Zion Rd. City: Springfield State: TN Zip: 37172

Prime Contractor is a Certified/Approved: SBE ☒ SDV ☐ MBE ☐ WBE ☒ LGBTBE ☐ (select/check if applicable)

Prime Company Contact: Rebecca Walker Email Address: bcwalker7162@aol.com Phone #: 615 533 3980

Prime Contractor Signatory: Rebecca Walker **Email Address:** bcwalker7162@aol.com

Business Participation for Entire Contract

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

Amount: 0 Percent, if applicable: 0

Equal Business Opportunity (EBO) Program: Program Not Applicable

MBE Amount: 0 MBE Percent, if applicable: 0

WBE Amount: 0 WBE Percent, if applicable: 0

Federal Disadvantaged Business Enterprise: No

Amount: 0 Percent, if applicable: 0

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No

Summary of Offer

| Offeror Name | MBE | WBE | SBE | SDV | LGBTBE | Score | Evaluated Cost | Result |
|-----------------------------------|--------------------------|-------------------------------------|-------------------------------------|--------------------------|--------------------------|----------------------|----------------------|-----------------------------------|
| | (check as applicable) | | | | | (RFP Only) | | |
| <u>Tycowa LLC</u> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <u>95.00</u> | <u>2249384.79</u> | <u>Awarded</u> |
| <u>Synagrow</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <u>54.14</u> | <u>6910290.59</u> | |
| <u>Evaluated but not selected</u> | | | | | | | | |
| <input type="text"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="text"/> | <input type="text"/> | <u>Select from the Following:</u> |
| <input type="text"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="text"/> | <input type="text"/> | <u>Select from the Following:</u> |
| <input type="text"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <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 **Tycowa LLC (CONTRACTOR)** located at **4714 Mt. Zion Rd., Springfield, TN 37172**. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
 - *Exhibit A - Pricing*
 - *Exhibit B - Scope of Services*
- *The solicitation documentation for RFQ# 358258 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 all materials, equipment, services, supervision and labor required for marketing, transportation, storage, distribution, disposal, and beneficial reuse of the Class A Excellent Quality biosolids produced by Metro Water Services. To the fullest extent possible, the heat-dried biosolids should be managed through beneficial use outlets, with the goal of this partnership to maximize the percentage of the total output so managed.

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

Contract Purchase Agreement 6568102

3.1. Contract Term

The Contract Term will begin on the date (the "Effective Date") this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. This Contract Term will end (120) months from the Effective Date.

In no event shall the term of this Contract exceed one hundred, twenty (120) months from the Effective Date.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of **\$14,000,000.00**. 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 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 Effective Date of this Contract. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the Effective Date of this Contract. Approved annual escalation shall not exceed 3%.

4.5. Electronic Payment

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

4.6. Invoicing Requirements

Contract Purchase Agreement 6568102

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

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

4.7. Subcontractor/Subconsultant Payments

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

5. TERMINATION

5.1. Breach

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

5.2. Lack of Funding

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

5.3. Notice

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

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

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

6.2. Nondiscrimination Requirement

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

6.3. Equal Business Opportunity (EBO) Program Requirement

The provision of the Equal Business Opportunity (EBO) Program is not applicable to this solicitation/contract.

6.4. Covenant of Nondiscrimination

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

6.5. Americans with Disabilities Act (ADA)

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

7. INSURANCE

7.1. Proof of Insurance

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

7.2. Products Liability Insurance

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

7.3. Professional Liability Insurance

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

7.4. Automobile Liability Insurance

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

7.5. General Liability Insurance

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

7.6. 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.

7.7. Such insurance shall:

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

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

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

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

7.8. Other Insurance Requirements

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

PROCUREMENTCOI@NASHVILLE.GOV

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. 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.

8.4. Information Ownership

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

8.5. Information Security Breach Notification

Contract Purchase Agreement 6568102

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

8.6. Virus Representation and Warranty

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

8.7. Copyright, Trademark, Service Mark, or Patent Infringement

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

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of

Contract Purchase Agreement 6568102

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.

8.8. Maintenance of Records

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

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.

8.9. Monitoring

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

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

8.10. METRO Property

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all goods, records, reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR of any of its subcontractors; and, all other original works of authorship, whether created by METRO, CONTRACTOR or any of its subcontractors embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to Metro. Contractor and its subcontractors grant Metro a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license, with rights to sublicense through multiple levels of sublicenses, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

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.

8.11. Modification of Contract

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

8.12. Partnership/Joint Venture

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

8.13. Waiver

Contract Purchase Agreement 6568102

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

8.14. Employment

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

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

Violation of either of these 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.

8.15. Compliance with Laws

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

8.16. Iran Divestment Act

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

8.17. Boycott of Israel

The Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

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,

Contract Purchase Agreement 6568102

auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

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

8.20. Indemnification and Hold Harmless

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

- A. Any 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

Contract Purchase Agreement 6568102

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

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

8.23. Entire Contract

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

8.24. Force Majeure

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

8.25. Governing Law

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

8.26. Venue

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

8.27. Severability

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

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Contract Number: 6568102

Notices and Designation of Agent for Service of Process

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

PURCHASING AGENT

PROCUREMENT DIVISION

DEPARTMENT OF FINANCE

PO BOX 196300

NASHVILLE, TN 37219-6300

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: TYCOWA,LLC

Attention: Rebecca Walker

Address: 4714 Mt Zion Rd

Telephone: 615-533-3980

Fax:

E-mail: bcwalk7162@aol.com

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

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

Designated Agent: Brown,Brown & Associates,PC

Attention: Courtney Frensley

Address: 728 South Main Street, Springfield, TN, 37172

Email: courtney.frensley@bbatn.net

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Notices & Designations
Department & Project Manager

| | |
|------------------------|---------|
| Contract Number | 6568102 |
|------------------------|---------|

The primary DEPARTMENT/AGENCY responsible for the administration of this contract is:

| | |
|-------------------|---|
| DEPARTMENT | Water Services |
| Attention | Stephanie Belcher |
| Address | 1600 Second Avenue N, Nashville TN, 37208 |
| Telephone | 615-862-4513 |
| Email | stephanie.belcher@nashville.gov |

The primary DEPARTMENT/AGENCY responsible for the administration of this contract designates the following individual as the PROJECT MANAGER responsible for the duties outlined in APPENDIX – Z CONTRACT ADMINISTRATION:

| | |
|------------------------|---|
| Project Manager | Taft McNeal |
| Title | Engineer 3 |
| Address | 1810 Cement Plant Road, Nashville TN. 37208 |
| Telephone | 615-294-7509 |
| Email | taft.mcneal@nashville.gov |

Appendix Z – Contract Administration

Upon filing with the Metropolitan Clerk, the PROJECT MANAGER designated by the primary DEPARTMENT/AGENCY is responsible for contract administration. Duties related to contract administration include, but are not necessarily limited to, the following:

Vendor Performance Management Plan

For contracts in excess of \$50,000.00, the project manager will develop a vendor performance management plan. This plan is managed by the primary department/agency and will be retained by the department/agency for their records. At contract close out, copies of all vendor performance management documents will be sent to PRG@nashville.gov.

For best practices related to vendor performance management, project managers will consult chapter eight of the PROCUREMENT MANUAL found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

Amendment

For all contracts, the project manager will notify PRG@nashville.gov if changes to the term, value, scope, conditions, or any other material aspect of the contract are required. The email notification will include a complete CONTRACT AMENDMENT REQUEST FORM found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

Escalation

For contracts that include an escalation/de-escalation clause, the project manager will notify PRG@nashville.gov when any request for escalation/de-escalation is received. The email notification will include any documentation required by the contract to support the request.

Contract Close Out – Purchasing

For all contracts, the project manager will notify PRG@nashville.gov when the work is complete and has been accepted by the department/agency. The email notification will include the contract number, contract title, date of completion, warranty start date and warranty end date (if applicable), and copies of all vendor performance management documents (if applicable).

Contract Close Out – BAO

For contracts with compliance monitored by the Business Assistance Office (BAO), the project manager will notify the designated contract compliance officer via email when the contract is complete and final payment has been issued. The email notification will include the contract number, contract title, and the date final payment was issued.

Best Practices

Project managers are strongly encouraged to consult chapter eight of the PROCUREMENT MANUAL for best practices related to contract administration. The manual is found on the division of purchases internal resources page:

<https://metronashville.sharepoint.com/sites/IMFinanceProcurement>

Contract Number 6568102

Effective Date

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

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

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

APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:

Dennis Rowland Dec
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumboltz AC
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Macy Amos BL
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Metropolitan Clerk Date

CONTRACTOR:

Tycowa, LLC
Company Name

Rebecca Walker
Signature of Company's Contracting Officer

Rebecca Walker
Officer's Name

owner
Officer's Title

EXHIBIT A**Exhibit A - Pricing for Contract 6568102**

| Company Name: | | TYCOWA, LLC | | | |
|------------------------|--|---|-------------|-------------------|--|
| Bid Item Number | Description | | Unit | Unit Price | |
| 1 | Cost per ton of product removed from site for all cost associated with the marketing, transportation, distribution, disposal, and beneficial re-use of the product excluding Bid Items 5 and 6. | | TON | \$ 28.61 | |
| 2 | Annual Lump Sum for fixed cost to provide dedicated safe storage for a minimum of 9000 dry tons of product | | LS | \$ 103,390.00 | |
| 3 | Price per mile for hauling grit, screenings, solid/wood chip mix, and clean wood chips | | miles | \$ 5.00 | |
| 5 | Price per ton cost for actual quantity of product that gets bag stored. | | TON | \$ 6.02 | |
| 6 | Price per ton cost for actual quantity of product that is spread by the contractor. | | Ton | \$ 18.50 | |
| 4 | Revenue Sharing. Percentage of gross sales that will be paid to Metro Water Service. Bidders must provide a minimum of a 50% revenue share. \$880,000 is based on historical values and is for evaluation purposes only. | | % | 80% | |
| | | Maximum Percentage of Annual Escalation (applied only to Daily and Hourly labor rate) | | 3.00% | |
| | | Index used to valid escalation increase: PPI | | | |

Exhibit B - Scope of Services for Contract 6568102

A. SCOPE OF SERVICES

The following information describes the Scope of Services Metro's marketing partner will provide. This scope of services applies to the MWS Central WRF Biosolids Facilities. If additional MWS Biosolids Facilities are placed into service within the term of this contract, then this scope of services will be adjusted to apply to those facilities, also.

A.1. General Requirements

The Contractor will provide all materials, equipment, services, supervision and labor required for marketing, transportation, storage, distribution, disposal, and beneficial reuse of the Class A Excellent Quality biosolids produced by Metro Water Services. To the fullest extent possible, the heat-dried biosolids should be managed through beneficial use outlets, with the goal of this partnership to maximize the percentage of the total output so managed.

A.2 Testing and Monitoring

A.2.1

MWS will be responsible for collection and analysis of samples of the product as required by the EPA Regulation 40 CFR 503 and Tennessee Rule 0400-40-15 for production of a Class A EQ Biosolid. In addition to regulatory sampling, MWS will be responsible for monthly collection and analysis of a sample to determine plant macro-nutrients (N-P-K) and some secondary plant nutrients (Fe, S).

A.2.2

Once the product is removed from the MWS Biosolids Facility, it is to be considered under the direct control of the Marketer. The Marketer will be responsible for collection and analysis of samples of the product required for the marketing, transportation, storage, distribution, disposal, and beneficial reuse of the product. Where collection and analysis being conducted by MWS will satisfy testing requirements of the Marketer, then MWS will provide results of such testing at the request of the Marketer

A.3 Permitting and Licensing

A.3.1

MWS will obtain and be the holder of the permits and authorizations for the generation of the product required by EPA Regulation 40-CFR-503 and State of Tennessee Rule 0400-40-15 for the generation of the product. Once the Product leaves the facility, the Marketer has direct control of the product.

A.3.2

The Marketer will obtain all zoning, permits, licenses, and authorizations required for the marketing, distribution, transportation, disposal, storage, and beneficial reuse of the product. The Marketer will be responsible for all fees, taxes, and charges associated required to obtain and maintain such zoning, permits, licenses, and authorizations. Prior to receiving product, the Marketer will provide proof to MWS that required zoning, permits, licenses, and authorizations have been acquired. The Marketer is expected, at all times, to comply with all applicable federal, state and local government statutes, ordinances, rules and regulations that pertain to the marketing, transportation, storage, distribution, disposal, and beneficial reuse of biosolids and biosolids-derived product(s). The Marketer shall bear all costs and penalties arising from its failure to comply with any such controls.

A.4 Record Keeping and Reporting

A.4.1

MWS will be obligated, as holder of regulatory approvals, to submit periodic reports to the various agencies with jurisdiction. The Marketer is expected to provide timely information to MWS necessary for MWS to comply with its reporting obligations.

A.4.2

The Marketer will maintain all applicable records required by local, state and federal regulatory agencies throughout the term of the contract and for a period of at least five years after contract termination. All records shall be available to the USEPA, any state in which the product is distributed and to MWS as may be required. Failure to keep adequate records is a violation of the USEPA Part 503 regulations and subject to administrative, civil, and/or criminal penalty under the Clean Water Act and the Contractor will be responsible for all penalties incurred due to its failure to maintain and provide proper records.

A.4.3

For the duration of the contract period, the Marketer will keep records of the amount of Product removed MWS Biosolid Facilities. The Contractor will submit a report to Metro monthly detailing the total quantity of product transported from the biosolid facilities and the total quantity of product beneficially used by state or locale. Metro intends to utilize these monthly reports for regulatory reporting including, but not limited to, the reporting required by the USEPA, various state environmental agencies and Departments of Agriculture.

A.4.4**A.4.4.1**

In addition, the Marketer may be required to submit to Metro Water Services each year an Annual Report which will provide a summary of the prior year's beneficial use programs and a projection of subsequent years planning for beneficial use. A draft of the Annual Plan should be submitted to Metro Water Services on or before November 1 of each year. Metro will review and comment on the draft Annual Report and return its comments to the Marketer by December 1. In order for Metro Water Services to have adequate time to prepare its annual regulatory reports, the final Annual Report will be submitted to Metro Water Services no later than January 15 of the subsequent calendar year.

A.4.4.2

The Annual Report should include, but not be limited to:

Quantity of Product removed from the MWS Biosolids Facility in dry short and metric tons. The report should describe how many tons of the Product were distributed for beneficial use, the break down by market of how the Product was distributed for beneficial reuse, and how many tons of dried Product were disposed and the reason for that disposal.

Results of any and all tests and analyses performed by the Marketer, whether to demonstrate compliance with environmental regulations, end-user needs, or other reasons.

A list of customers that to whom the Product has been sold in the last 12 months.

Additional information as may be required by Metro or federal, state or local regulatory agencies.

Information related to any spills that have occurred and action taken to correct and preclude recurrence.

Information regarding any type of product complaint, odor complaints and/or nuisance complaints and corrective action taken to resolve such.

A.4.5

Pursuant to EPA Regulation 40CFR503, circumstances could arise that would require documentation of sites where the MWS product has been applied. The Marketer shall keep records of every end user and intermediate distributor that the Marketer has supplied the MWS Product to. Any intermediate distributor shall keep records of every end user and intermediate distributor to whom it has supplied the MWS Product. These records will be kept for the entire term of the contract and for five years following the term of the contract. The Marketer and

Exhibit B - Scope of Services for Contract 6568102

sub-distributors will not be required to report this information unless requested my MWS in response to request to MWS by federal, state, or local agencies, or in response to complaints from communities where the Product has been applied, or in the case where MWS has determined a need to know to ensure compliance with federal, state, or local regulations.

A.5 Scheduling

The MWS Biosolids Facilities operations will monitor the facility demand from the water reclamation facilities, production rate of heat dried pellets, and available onsite storage. The Marketer's point of contact for scheduling will communicate with the Day Shift Treatment Plant Shift Supervisor (TPSS). The Marketer will communicate with the TPSS each day to report trucks confirmed for loading that day, and to determine removal needs for the following day. It is the Marketer's responsibility to ensure adequate product removal to maintain onsite storage levels set in section A.8 Management of Onsite Storage.

A.6 Loading and Weighing**A.6.1**

The MWS Central Biosolids Facility will load trucks between the hours of 6am and 6pm Monday thru Saturday. Trucks must arrive by 5PM to be loaded that same day. The last truck each day must arrive prior to 5pm. Upon request by the Marketer, the Biosolids Facility may load trucks on Sundays between the hours of 6am and 2pm. Trucks must arrive by 1PM to be loaded that same day.

A.6.2

The MWS Central WRF Biosolids Facility has an enclosed truck loading bay located under the storage silos. The Product is loaded into the trucks using retractable loading spouts. The truck loadout bay has a height limitation of 12ft 6inches.

A.6.3

All trucks must be clean and free of moisture. Trucks that are not clean or have free of moisture will not be loaded. Trucks that are rejected for loading are not allowed to be cleaned nor dried onsite, and must be removed from the MWS Biosolids Facilities.

A.6.4

There are certified scales in the truck loadout bay at the MWS Central WRF Biosolids Facility. All measurements and records of weight will be based on the net weight of the product as measured by these certified scales. All trucks or other containers used to

Exhibit B - Scope of Services for Contract 6568102

remove Product from the Metro Water Service Biosolids Facility will be tared and weighed fully loaded prior to each product removal event. Empty truck tare weight, loaded truck gross weight, and loaded truck net weight will be printed on the Bill of Lading for each loaded truck. No other substances shall be added to the Product prior to the weighing of the load except for Dust Control Oil. MWS will provide an operator to load each truck.

A.6.5

The driver will verify that his vehicle is within weight limits prior leaving the MWS Biosolids Facility.

A.6.6

All trucks must be suitable for hauling the Product. Truck tail gates must not leak. Trucks must be covered upon arrival, and must be covered prior to leaving the MWS Biosolids Facility. Covers must be constructed to keep the trucks free of moisture prior to loading, and free of moisture during transport.

A.6.7

The Marketer will provide triplicate Bill of Ladings. Each Bill of Lading will include the following information as a minimum:

Marketer Name and full contact information

Sequential numbering

Customer

Trucking Firm

Date

Percent Solids

Time In

Time Out

Product temperature front of truck

Product temperature rear of truck

Weight of product loaded lbs

Weight of product loaded tons

Material grade front of truck

Material grade rear of truck

Name and Signature of Metro Operator

Name and Signature of Driver

Disclaimer to include this statement: "This information related to this specific product is for its specified uses as listed in Section 1 of the SDS and may not apply to this product used in combination with other products or for other purposes. No warranty, expressed or implied, regarding the merchantability, or suitability, or fitness for a particular purpose or of any other nature is provided herein. Buyer is aware that by accepting this product he/she agrees to hold harmless the Metropolitan Government of Nashville and Davidson County. The Metropolitan Government of Nashville and Davidson County will not accept liability for any loss or damage that may occur from the use of this product. Individuals receiving this information are expected to exercise independent judgement in determining the appropriateness for a particular use in accordance with any applicable local, state, and federal laws and regulations. Some state and local regulations may apply to the use of this material. It is the end users' responsibility to ensure safe use in compliance with all local, state and federal laws."

A.7 Dust Control Oil

The MWS Central WRF Biosolids Facility currently uses Dustrol CDC-67D-SP for dust control. The dust control oil may change withing the term of this contract. The MWS Central Water RRF Biosolids Facility has one 5000 gal double walled carbon steel tank for storage of dust control oil. The oil is heated to 125°F to reduce viscosity. The oil is sprayed on the product in the conveyors that transport product from the discharge of the silo to the download spouts. The oil is applied at an approximate rate of 2 gal per ton of product. MWS will purchase and pay for the dust control oil at its current rate of application. If the Marketer requires a higher rate of feed of the current dust control oil, then the Marketer may be expected to reimburse Metro for the additional cost. MWS will invoice the Marketer quarterly for this expense.

A.8. Management of Onsite Storage

A.8.1

The MWS Central WRF Biosolids Facility has two on-site silos. Each has a capacity of 700 Cubic Yards. Typical operation is to designate one silo to receive the product from one drum dryer. Typical operation is to limit on-site inventory to 490 Cubic Yards. This equates to a level of about 45% in each silo. The Marketer will be required to manage and schedule product pick-up to maintain on-site inventory below 45% in each silo. Additionally, the Marketer will remove enough product prior to weekends and holidays to ensure the on-site inventory does not exceed 45% in either silo over the weekend and holidays. Typical production rates can add about 12% inventory in each silo per day. If on-site inventory exceeds 45% in either silo, then Metro Water Services reserves the right to utilize the Secondary Marketer or to self-distribute the excess product in accordance with paragraph A.10, or to haul the product to landfill. The contractor will pay the price difference between the Primary Marketer's unit price per ton and the Secondary Marketer's unit price per ton if the product can be removed from site by a Secondary Marketer. The contractor will pay a cost of \$75 per ton to MWS for all product disposed at landfill pursuant to this paragraph.

A.8.2

The facility monitors temperatures of each silo at every three feet in level in two locations using rope thermocouples. If the temperature measured on any of the lowest three sensors on either rope sensor in a silo exceeds 130F, then MWS will consult with Marketer prior to loading the contents of that silo into the Marketer's trucks. If the product cannot be loaded into the Marketer's trucks, then MWS will off-load the product and transport them to the temporary on-site storage location. This material will be considered off-spec Class A EQ Biosolids. The facility also probes each truck loaded with product in two locations using a three foot long temperature probe. Truck drivers may request additional temperature readings within a loaded truck anytime a product temperature in a loaded truck exceeds 120F, the Contractor will be given the right to refuse the load or accept the load at no cost. If refused, the truck driver will be allowed to dump the load at a temporary on-site location to be provided by MWS. This material will be considered off-spec Class A EQ Biosolids. If a product temperature in a loaded truck exceeds 130F, then the Metro Water Services reserves the right to require the truck driver to dump the load at the temporary on-site storage location. This material will be considered off-spec Class A EQ Biosolids.

A.8.3 Off-spec Class A EQ Biosolids

Any product that is categorized as off-spec by MWS, if and only if because it exceeded acceptable temperatures for loading and transport, will be considered Class A EQ Biosolids as long as it remains dry and uncontaminated in temporary storage. MWS will periodically test Off-Spec Class A EQ Biosolids to ensure the product continues to meet Class A EQ requirements for land application. If Off-Spec Class A EQ Biosolids is available, then the Primary Marketer will be allowed to receive the product for distribution at no cost to the Marketer. If the Primary Marketer does not accept the off-spec Class A Biosolids, then MWS reserves the right to offer the product to Secondary Marketers at no cost, to self-distribute this material in accordance with paragraph A.10, or to haul the product to landfill. The Marketer will not be responsible for any cost associated with handling and disposal of Off-Spec Class A EQ Biosolids.

The Marketer will own at least three transport vehicles that are kept within a 50 mile radius of the Central WRF Biosolids Facility and Dry Creek WRF capable of receiving at least 20 tons of product each. These vehicles must be capable of responding within three hours to remove Off-spec Class A EQ Biosolids from silos. Removal of the product from the site will be in accordance with section A.8.2.

A.8.4 Off-Spec Non Class A EQ Biosolids

Any product that is categorized by MWS as off-spec for any other reason than exceeding acceptable temperatures for loading and transport will be considered Non Class A EQ Biosolids. All Non-Class A EQ Biosolids will be hauled to landfill. The Marketer will not be responsible for any cost associated with handling and disposal of Non-Class A EQ Biosolids.

A.8.5 Off-Site Storage

MWS will provide no off-site storage for the product. Once the product is removed from the MWS Biosolids Facility, it is to be considered under the direct control of the Marketer. The Marketer will be responsible for all off-site storage required to market and distribute the product. It is the responsibility of the Contractor to safely store any product that cannot be readily distributed to end users or land applied. Product must be stored in a manner that prevents contamination of the product, does not expose the product to moisture, does not expose the product to an environment that promotes self-heating, keeps the product dry, and prevents the migration of any odors beyond the property boundary of the storage location. As a minimum, all product that cannot be readily distributed to end users or land applied will be stored using a grain bag system consisting of 10 ft diameter x 300ft long x 9.5 mil thick polypropylene grain bags. The contractor will supply all equipment, facilities, labor, tools, and materials to bag store all product that cannot be readily distributed to end users or land applied. Bulk storage by a third party is not considered as distribution to an end user. Third parties that store the product on behalf of the Contractor are considered subcontractors and must comply with the requirements of this paragraph.

Due to the inherent potential for organic material to self-heat in storage, the Marketer will be responsible for ensuring that end users are fully educated on best practices for handling and storage of heat-dried biosolids. The Marketer, subcontractors, and end users will hold harmless MWS from any loss or damage that may occur from storage of the Product.

A.9 Dry Creek Water Reclamation Facility and Whites Creek Water Reclamation Facility

Within the term of this contract, MWS may develop processes to produce Class A EQ Biosolids at the Dry Creek Water Reclamation Facility and the Whites Creek Water Reclamation Facility. If this occurs, then the Marketer will be responsible for the marketing, transportation, storage, distribution, disposal, and beneficial reuse of these additional amounts of product.

A.10. Safety

A.10.1

The safety of employees and the general public shall be a prime consideration in all operations. The Marketer will develop and maintain, for the duration of this contract, a safety program that effectively incorporates and implements all safety provisions required by law. The Marketer will be responsible for and shall enforce all applicable safety regulations and comply with the Occupational Safety and Health Act standards and all federal, state, and local safety requirements for all aspects of work as described under this contract.

A.10.2

The Marketer will respond in a timely manner to all product spills. The Marketer will provide thorough cleanup and removal of spilled material. The Marketer will maintain a spill response plan. The Marketer spill response plan must be provided to Metro Water Services for approval. The spill response plan must be approved by Metro Water Services prior to the Marketer receiving any product.

A.10.3

The Marketer will report to Metro Water Services immediately all spills and all accidents involving injury to personnel or damage to equipment or structures that occur on Metro property and/or which involve the product. A written report will be submitted to Metro Water Services within 24 hours of the incident.

A.10.4

The Marketer is responsible for ensuring that all vehicles used for the distribution and transport of the product comply with all legal requirement, and that load limits are adhered to.

A.10. Self-distribution of Product by Metro Water Services**A.10.1**

MWS reserves the right to self-distribute up to 2000 dry metric tons of the Product annually. Off-spec product disposed of in landfill will not count against this amount.

A.10.2

MWS reserves the right to self-distribute the Product to any agency of the Metropolitan Government of Nashville and Davidson County.

A.10.3

MWS reserves the right to self-distribute the Product to any end user that is applying the Product within Davidson County in amounts less than 100lb per application.

A.10.4

MWS reserves the right to self-distribute to any employee of the Metropolitan Government of Nashville and Davidson County if the employee is an end-user of the product.

A.10 Control of Odors

The Marketer and its subcontractors will handle and store product that has been removed from the Biosolids Facilities in a manner that prevents odors from migrating beyond the property boundary of the storage and handling location. The Marketer will report all odor complaints to Metro Water Services. The Marketer will address all odor complaints in a timely manner.

A.11. Hauling of grit, screenings, solids/wood chip mix, and clean wood chips.

The Marketer will be required to provide hauling services to support the transport of grit, screenings, solids/wood chip mix, and clean wood chips from the Central WRF and the Dry Creek WRF. The Marketer will have access at all times to at least three transport vehicles within a 50 mile radius of the Central WRF Biosolids Facility and Dry Creek WRF capable of hauling at least 20 tons of grit, screenings, solids/wood chip mix or clean wood chips. These vehicles must be capable of responding within a days notice.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
03/18/2024

| | | | |
|--|--|--|---------------|
| PRODUCER STUIBLE INSURANCE GROUP 2395 NEW SALEM HWY. STE Q MURFREESBORO, TN. 37128 | | THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| INSURED TYCOWA LLC 4714 MT ZION RD SPRINGFIELD, TN. 37172 | | INSURERS AFFORDING COVERAGE | NAIC # |
| | | INSURER A: PROGRESSIVE HAWAII INSURANCE CORP | 10067 |
| | | INSURER B: EVANSTON INSURANCE COMPANY | 35378 |
| | | INSURER C: Sirius America Insurance Company | 38776 |
| | | INSURER D: | |
| | | INSURER E: | |

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------------------|--|-------------------|----------------------------------|-----------------------------------|--|
| B | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SITE POLLUTION AND ENVIRONMENTAL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | MKLV7ENV104179 | 11/13/2023 | 11/13/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Products Pollution \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | 00520344 | 03/15/2024 | 03/15/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ |
| | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | WC PI 1028570-000 | 03/15/2024 | 03/15/2025 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| B | OTHER Professional Liability | MKLV7ENV104179 | 11/13/2023 | 11/13/2024 | \$1,000,000 per occ \$2,000,000 aggregate |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

GENERAL LIABILITY SELF RETENTION: \$10,000 EACH CLAIM
 PRODUCTS POLLUTION SELF RETENTION: \$10,000 EACH CLAIM
 (RFQ 358258) Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as add endorsement and automobile liability additional insured endorsement.
 Nashville, TN 37201

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 15 DAYS WRITTEN

NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Notice of Intent to Award

| | | | |
|---------------------|---|-------------|-----------------------------------|
| Solicitation Number | 358258 | Award Date | 3/6/2024 5:56 PM CST |
| Solicitation Title | Marketing & Distribution for Biosolid Pellets | | |
| Buyer Name | Christina Alexander | Buyer Email | christina.alexander@nashville.gov |
| BAO Rep | Sierra Washington | BAO Email | sierra.washington@nashville.gov |

Awarded Supplier(s)

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

| | | | |
|----------------|--------------------|-----------------|----------------|
| Company Name | TYCOWA, LLC | Company Contact | Rebecca Walker |
| Street Address | 4714 Mt. Zion Road | | |
| City | Springfield | State | TN |
| | | Zipcode | 37172 |

| | | | |
|----------------|--|-----------------|--|
| Company Name | | Company Contact | |
| Street Address | | | |
| City | | State | |
| | | Zipcode | |

| | | | |
|----------------|--|-----------------|--|
| Company Name | | Company Contact | |
| Street Address | | | |
| City | | State | |
| | | Zipcode | |

Certificate of Insurance

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

Equal Business Opportunity Program

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

☐ Yes, the EBO Program is applicable.

☒ No, the EBO Program is not applicable.

Monthly Reporting

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

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

☐ Yes, monthly reporting is applicable.

☒ No, monthly reporting is not applicable.

Public Information and Records Retention

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

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

Right to Protest

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

MLL Supervisor (Initial)

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

**RFQ 358258 Marketing & Distribution of Biosolid Pellets
Evaluation Committee Score Sheet**

| Evaluation Criteria/Offeror | Synagro -WWT, Inc | TYCOWA, LLC |
|---|-------------------|--------------|
| Accepted Contract terms and conditions | Yes | Yes |
| Cost (25 Points) | 8.14 | 25.00 |
| Firm Qualifications & Experience (20 Points) | 16 | 18.00 |
| Marketing Plan (20 Points) | 14 | 19.00 |
| Local Marketing Plan (25 Points) | 16 | 25.00 |
| Diversity Practices | 0 | 8.00 |
| Total Evaluation Scores | 54.14 | 95.00 |
| No EBO Goals applicable to this solicitation, Diversity Practices applied | | |
| Synagro-WWT, Inc deemed non-responsive for failure to meet all requirements of the solicitation | | |

Evaluation Comments

Synagro -WWT, Inc

Strengths

Proposal demonstrated firm's 50 years of specialized experience handling 300/400 tons per year. Proposal demonstrated firm's boarder experience. Reference projects were of similar size, scope, and complexity. Proposal demonstrated firm's clear understanding of Metro's operational needs. Key indicators were identified. Proposal provided a detailed self heating plan, and outlet resources. Firm has independently owned equipment. Firm proposed innovative plans to include a energy alternative fuel plan, and drain storage. Proposal provided a detailed plan for safe storage communications with end users. Firm will provide certified crop advisors and land mapping assistance.

Weaknesses

Proposal lacked detail demonstrating a clear understanding of services to be performed, and understanding & knowledge of TDEC Rules and Regulations. Firm expresses that immediate spreading is not an option, which is not acceptable to Metro. 2 litigation settlements. Storage plan was unclear and lacked detail. Hauling timeline not acceptable to Metro, truck availability unclear. Re-use plan lack detail. No communications plan between firm and MWS for hauling. No cylo management plan. Timeline requirements not addressed for response of non-scheduled calls. Field storage process lacked detail for end user safety. Production swing capacity not demonstrated. Proposal lacked detail demonstrating firm's understanding of local market. Minimal local outreach (postcards, emails). Will not provide spreading services to local farmers, no diversity blinders, local market use unclear.

TYCOWA, LLC

Strengths

Proposal demonstrated firm's clear understanding of scope of work for this project. Proposal provided a detailed timeline. Proposal demonstrated firm's storage plan to be more than sufficient for requirements. Proposal demonstrated firm's MWS policy and procedures experience. Proposal demonstrated firm's knowledge of local climate. Firm proposed using bagging technique to combat odor. Firm proposed offering client education for treating and disposing of materials. Firm proposed site visits with hands on communications and storage. Company owned fleet as well as access to leased fleet. Turnkey spreading, diverse marketing. Proposal demonstrated detailed reuse plan, innovative plan, to include rights-of-way and golf courses, the use of local farmers and working with local universities. Proposal demonstrated firm's

Weaknesses

Firm's knowledge of Regulations outside of TN lacked detail. Firm's proposed cause of self-heating lacked detail. Firm's proposed plan for disposal lacked detail for project approach. Firm failed to provide a sample of the written instructions for end user storage. Firm's proposed out-reach to end user lacked detail.

| Enter Solicitation Title & Number Below | | Lowest Bid | |
|--|----------------|----------------|-----------------|
| Marketing & Distribution of Biosolid Pellets; RFQ 358258 | | | |
| | | \$2,249,384.79 | 25 |
| Offeror's Name | Bids | | RFP Cost Points |
| | | | |
| TYCOWA, LLC | \$2,249,384.79 | \$2,249,384.79 | 25.00 |
| Synagro-WWT, Inc | \$6,910,290.59 | \$6,910,290.59 | 8.14 |
| No BAO programming applicable to this solicitation - Diversity Practices | | | |



Certificate Of Completion

Envelope Id: 0C526CE7B5E14B4A901BC3C281D09F40

Status: Completed

Subject: Intent to Award - RFQ # 358258 for Marketing & Distribution of Biosolid Pellets

Source Envelope:

Document Pages: 4

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 1

Christina Alexander

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Nashville, TN 37219

Envelopeld Stamping: Enabled

christina.alexander@nashville.gov

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

IP Address: 170.190.198.185

Record Tracking

Status: Original

Holder: Christina Alexander

Location: DocuSign

3/1/2024 4:15:47 PM

christina.alexander@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and Davidson County

Location: DocuSign

Signer Events

Michelle A. Hernandez Lane

Signature

Timestamp

michelle.lane@nashville.gov

Sent: 3/1/2024 4:17:51 PM

Chief Procurement Officer/Purchasing Agent

Viewed: 3/1/2024 4:51:09 PM

Metro

Signed: 3/6/2024 5:56:13 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.191

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Michelle A. Hernandez Lane

Signature

Timestamp

michelle.lane@nashville.gov

Sent: 3/6/2024 5:56:14 PM

Chief Procurement Officer/Purchasing Agent

Viewed: 3/6/2024 5:56:45 PM

Metro

Signed: 3/6/2024 5:56:50 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.191

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

Witness Events

Notary Events

Envelope Summary Events

| Envelope Summary Events | Status | Timestamps |
|-------------------------|------------------|---------------------|
| Envelope Sent | Hashed/Encrypted | 3/1/2024 4:17:51 PM |
| Certified Delivered | Security Checked | 3/6/2024 5:56:45 PM |
| Signing Complete | Security Checked | 3/6/2024 5:56:50 PM |
| Completed | Security Checked | 3/6/2024 5:56:50 PM |
| Payment Events | Status | Timestamps |



Contract Standards Deviations

Contract Purchase Agreement 6568102,0: Contract Standards Deviations - 15-May-2024

| | | | |
|-------------------|---------------------------------------|-------------------------|-----------------------|
| Supplier Buyer | TYCOWA, LLC Alexander, Christina M | Supplier Site Amount | HOME 10,000,000.00 |
| Contract Template | Master Goods and Services Contract | | |

Deviation Summary

Clause Deviations

| | | |
|--------------------------|--|---|
| Category | Non-Standard clauses | |
| Deviation | Section | Clause Title |
| Standard clause modified | 1. GOODS AND SERVICES CONTRACT | 1.1. 37:Heading |
| Standard clause modified | 2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS: | 2.1. 35:Duties and Responsibilities |
| Standard clause modified | 3. CONTRACT TERM | 3.1. 36:Contract Term |
| Standard clause modified | 4. COMPENSATION | 4.1. 38:Contract Value |
| Standard clause modified | 4. COMPENSATION | 4.4. 27:Escalation/De-escalation |
| Standard clause modified | 6. NONDISCRIMINATION | 6.3. 230:Equal Business Opportunity (EBO) Program Requirement |
| Category | Standard clauses missing | |
| Deviation | Section | Clause Title |
| Optional clause removed | 7. INSURANCE | 7.7. 253:Abuse and Molestation Liability Insurance |
| Optional clause removed | 7. INSURANCE | 7.8. 251:Cyber Liability Insurance |
| Optional clause removed | 7. INSURANCE | 7.9. 252:Technological Errors and Omissions Liability Insurance |
| Optional clause removed | 7. INSURANCE | 7.10. 263:Garage Keepers Liability Insurance |
| Optional clause removed | 8. GENERAL TERMS AND CONDITONS | 8.3. 167:Software License |
| Category | Invalid clauses | |
| Deviation | Section | Clause Title |
| Clause expired | 8. GENERAL TERMS AND CONDITONS | 8.22. 6:Assignment--Consent Required |

Policy Deviations

| Deviation | Description | Line | Item | Item Description |
|---------------------------------------|-------------|------|------|------------------|
| The contract has no Policy Deviations | | | | |



Contract Standards Deviations

| | |
|--------------------|--------------------------------|
| Deviation Category | Non-Standard clauses |
| Clause Title | 1.1. 37:Heading |
| Section | 1. GOODS AND SERVICES CONTRACT |
| Deviation | Standard clause modified |

Clause Text

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County (METRO)** and **Tycowa LLC (CONTRACTOR)** located at **4714 Mt. Zion Rd., Springfield, TN 37172**. This Contract consists of the following documents:

- ***Any properly executed contract amendment (most recent with first priority),***
- ***This document, including exhibits,***
 - ***Exhibit A - Pricing***
 - ***Exhibit B - Scope of Services***
- ***The solicitation documentation for RFQ# 358258 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.

Comparison to Standard

This contract is initiated by and between The Metropolitan Government of Nashville and Davidson County (METRO) and - ~~Enter Legal Name (CONTRACTOR)~~
Tycowa LLC (CONTRACTOR) located at ~~Enter Address, City, ST ZIP.~~
4714 Mt. Zion Rd., Springfield, TN 37172. This Contract consists of the following documents:

- ~~• Any~~
- Any properly executed contract amendment (most recent with first priority),

- ~~•~~
- This document, including exhibits,

- ~~•~~
- Exhibit A - ~~{Enter Description (i.e. Hourly Rates)}~~
Pricing

- ~~•~~
- Exhibit B ~~--{Enter Description (i.e. Task Details)}~~

- ~~• Exhibit C - {Enter Description (i.e. ISA Terms and Conditions)}~~
Scope of Services

- ~~• The~~
- The solicitation documentation for RFQ# ~~{Enter Number}~~
358258 and ~~-affidavit(s) (all~~

ORACLE®

Contract Purchase Agreement 6568102,0

Contract Standards Deviations

affidavit(s) (all made a part of this contract by reference),

~~• Purchase~~

• Purchase Orders (and PO Changes),

~~• CONTRACTOR's~~

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

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



Contract Standards Deviations

| | |
|--------------------|--|
| Deviation Category | Non-Standard clauses |
| Clause Title | 2.1. 35:Duties and Responsibilities |
| Section | 2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS: |
| Deviation | Standard clause modified |

Clause Text

CONTRACTOR agrees to provide all materials, equipment, services, supervision and labor required for marketing, transportation, storage, distribution, disposal, and beneficial reuse of the Class A Excellent Quality biosolids produced by Metro Water Services. To the fullest extent possible, the heat-dried biosolids should be managed through beneficial use outlets, with the goal of this partnership to maximize the percentage of the total output so managed.

Comparison to Standard

CONTRACTOR agrees to provide ~~the goods and/or services as fully defined in the solicitation~~
all materials, equipment, services, supervision and as outlined in Exhibit B—Scope
labor required for marketing, transportation, storage, distribution, disposal, and beneficial reuse of the Class A Excellent
Quality biosolids produced by Metro Water Services. To the fullest extent possible, the heat-dried biosolids should be
managed through beneficial use outlets, with the goal of this partnership to maximize the percentage of the total output so
managed.



Contract Standards Deviations

| | |
|--------------------|--------------------------|
| Deviation Category | Non-Standard clauses |
| Clause Title | 3.1. 36:Contract Term |
| Section | 3. CONTRACT TERM |
| Deviation | Standard clause modified |

Clause Text

The Contract Term will begin on the date (the “Effective Date”) this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. This Contract Term will end (120) months from the Effective Date.
In no event shall the term of this Contract exceed one hundred, twenty (120) months from the Effective Date.

Comparison to Standard

The Contract Term will begin on the date (the “Effective Date”) ~~of [insert date here], or the date~~ this Contract is approved by all required parties and filed in the Metropolitan Clerk's ~~Office, whichever date last occurs.~~
Office. This Contract Term will end ~~(60)~~
(120) months from the Effective Date.

~~This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in~~
In no event shall the term of this Contract exceed ~~sixty (60)~~
one hundred, twenty (120) months from the Effective Date.



Contract Standards Deviations

| | |
|--------------------|--------------------------|
| Deviation Category | Non-Standard clauses |
| Clause Title | 4.1. 38:Contract Value |
| Section | 4. COMPENSATION |
| Deviation | Standard clause modified |

Clause Text

This Contract has an estimated value of \$10,000,000.00. 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.

Comparison to Standard

This Contract has an estimated value of ~~-\${Agreement Amount}.~~
\$10,000,000.00. The pricing ~~details are~~
details are included ~~in Exhibit~~
in Exhibit A and are made a part of this Contract by reference. ~~CONTRACTOR~~
CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.



Contract Standards Deviations

| | |
|--------------------|----------------------------------|
| Deviation Category | Non-Standard clauses |
| Clause Title | 4.4. 27:Escalation/De-escalation |
| Section | 4. COMPENSATION |
| Deviation | Standard clause modified |

Clause Text

This Contract is eligible for annual escalation/de-escalation adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the Effective Date of this Contract. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the Effective Date of this Contract. Approved annual escalation shall not exceed 3%.

Comparison to Standard

This Contract is eligible for annual escalation/de-escalation ~~adjustments.~~ adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the Effective Date of this ~~Contract.~~ Contract. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the Effective Date of this Contract. Approved annual escalation shall not exceed 3%.



Contract Standards Deviations

| | |
|--------------------|---|
| Deviation Category | Non-Standard clauses |
| Clause Title | 6.3. 230:Equal Business Opportunity (EBO) Program Requirement |
| Section | 6. NONDISCRIMINATION |
| Deviation | Standard clause modified |

Clause Text

The provision of the Equal Business Opportunity (EBO) Program is not applicable to this solicitation/contract.

Comparison to Standard

~~-The consideration and contact of minority-owned and/or woman-owned business enterprises is required for a responsive offer to most solicitations. The provision of the Equal Business Opportunity (EBO) Program documents shall be part of each solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the Equal Business Opportunity (EBO) Program, if applicable, in the execution of this Contract.~~
is not applicable solicitation/contract.



Contract Standards Deviations

| | |
|--------------------|--|
| Deviation Category | Standard clauses missing |
| Clause Title | 7.7. 253:Abuse and Molestation Liability Insurance |
| Section | 7. INSURANCE |
| Deviation | Optional clause removed |

Clause Text

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



Contract Standards Deviations

| | |
|--------------------|-------------------------------------|
| Deviation Category | Standard clauses missing |
| Clause Title | 7.8. 251: Cyber Liability Insurance |
| Section | 7. INSURANCE |
| Deviation | Optional clause removed |

Clause Text

In the amount of four million (\$4,000,000.00) dollars.



Contract Standards Deviations

| | |
|--------------------|---|
| Deviation Category | Standard clauses missing |
| Clause Title | 7.9. 252:Technological Errors and Omissions Liability Insurance |
| Section | 7. INSURANCE |
| Deviation | Optional clause removed |

Clause Text

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



Contract Standards Deviations

| | |
|--------------------|--|
| Deviation Category | Standard clauses missing |
| Clause Title | 7.10. 263:Garage Keepers Liability Insurance |
| Section | 7. INSURANCE |
| Deviation | Optional clause removed |

Clause Text

In the amount of four million (\$4,000,000.00) dollars.



Contract Standards Deviations

| | |
|--------------------|--------------------------------|
| Deviation Category | Standard clauses missing |
| Clause Title | 8.3. 167:Software License |
| Section | 8. GENERAL TERMS AND CONDITONS |
| Deviation | Optional clause removed |

Clause Text

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.



Contract Standards Deviations

| | |
|--------------------|--------------------------------------|
| Deviation Category | Invalid clauses |
| Clause Title | 8.22. 6:Assignment--Consent Required |
| Section | 8. GENERAL TERMS AND CONDITONS |
| Deviation | Clause expired |

Version on Document

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)ORMETRO'S PURCHASING AGENTPROCUREMENT

DIVISIONDEPARTMENT OF FINANCEPO BOX 196300NASHVILLE, TN 37219-6300Funds 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.

Latest Version

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

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

PRG@NASHVILLE.GOV (Preferred Method)

OR

METRO'S PURCHASING AGENT

PROCUREMENT DIVISION

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.



Contract Purchase Agreement 6568102,0

Contract Standards Deviations