

# Contract Abstract

## Contract Information

Contract & Solicitation Title: Collection and Disposal Services of Solid Waste, Trash, and Garbage

Contract Summary: result of an assignment consent of contract 15723

Contract Number: 6519358 Solicitation Number: N/A Requisition Number: N/A

Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): 15723

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

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

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

Estimated Start Date: 6/21/22 Estimated Expiration Date: 11/30/24 Contract Term: 29 months

Estimated Contract Life Value: \$6,000,000.00 Fund:\* 30501 BU:\* 65803100

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

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: John Stewart BAO Staff: Christopher Wood

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

## Prime Contractor Information

Prime Contracting Firm: Platform Capital Waste Solutions, LLC ISN#:

Address: 833 SW Lemans Ln #234 City: Lees Summit State: MO Zip: 64082

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

Prime Company Contact: Chris Bix Email Address: chris@platformcap.com Phone #: 816-588-8769

**Prime Contractor Signatory:** Chris Bix Email Address: chris@platformcap.com

## Disadvantaged Business Participation for Entire Contract

*Small Business and Service Disabled Veteran Business Program:* No SBE/SDV participation

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

*Equal Business Opportunity (EBO) Program:* No M/WBE Participation

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

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

*Federal Disadvantaged Business Enterprise:* No

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

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No

## Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
<u>Platform Capital Waste Solutions, LLC</u>	<input type="checkbox"/>	<u>N/A</u>	<u>N/A</u>	<u>Approved Assignment Consent</u>
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<u>Select from the Following:</u>
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<u>Select from the Following:</u>
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<u>Select from the Following:</u>

## SOLID WASTE COLLECTION SERVICES CONTRACT

### 1. SERVICES CONTRACT

This Solid Waste Collection Services Contract (the “Contract”) is initiated by and between **The Metropolitan Government of Nashville and Davidson County** (“METRO”) and **Platform Waste Solutions, LLC** (CONTRACTOR”) located at 833 SW Lemans Lane #234, Lee’s Summit, MO 64082-4618.

#### 1.1. Contract Documents

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

- A. *Any properly executed contract amendment (most recent with first priority);*
- B. *This document, including exhibits:*
  - i. *Exhibit A – Scope of Work*
  - ii. *Exhibit B – Pricing and Rates*
  - iii. *Exhibit C – Backdoor Trash Collection Waiver Request Form*
  - iv. *Exhibit D – Private Road Waiver Request Form*

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

- A. **Construction Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures.
- B. **Contractor:** Platform Waste Solutions, LLC
- C. **Customer:** The owner or tenant of a Residential Unit and/or Light Commercial Unit located within the corporate limits of the METRO and identified by METRO as being eligible for and in need of the services provided by the CONTRACTOR under this Contract.
- D. **Dead Animals:** Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- E. **Disabled Door-to-Truck Service:** A special Cart collection service provided by Contractor to those Residential Unit Customers the City has determined qualify as disabled, who are unable to roll their Cart to the Curb, and who are pre-qualified by confirming with METRO via the Exhibit C – Backdoor Trash Collection Waiver Request Form are allowed to place their Cart outside their garage or carport, where the Cart is visible from the street, for collection service.
- F. **Garbage:** Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and excluding all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.
- G. **Hazardous Waste:** Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C.

§6901, et. seq., as amended.

- H. **Industrial Waste:** Any Solid Waste generated by industrial processes and manufacturing.
- I. **Light Commercial Unit:** A small retail business or small office commercial type of business that generates no more than two (2) cubic yards of Waste per week, excluding Unacceptable Waste, which is deposited into a Polycart for collection. The City will approve all such Light Commercial Units designated under this Agreement and will notify Contractor in writing of the service address locations.
- J. **Light Commercial Waste:** All Refuse and Garbage generated by a Customer at a Light Commercial Unit, excluding Unacceptable Waste.
- K. **Medical Waste:** Waste generated by health care related facilities and associated with health care activities, not including Garbage generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC § 1.132 (relating to Definitions).
- L. **METRO:** The Metropolitan Government of Nashville and Davidson County
- M. **Multi-Family Unit:** a dwelling, whether of single or multi-level construction, consisting of more than two units but four (4) units or fewer, which METRO and CONTRACTOR shall determine, upon mutual agreement, will be serviced as a Residential Unit with one Cart per unit. If a Multi-Family Unit is provided with Cart service, then each single-family unit within any such Multi-Family Unit shall be billed separately as a Residential Unit.
- N. **Polycart or Cart:** A rubber-wheeled receptacle with a maximum capacity of 90 - 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 75 lbs.
- O. **Refuse:** Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
- P. **Residential Unit:** A residential dwelling within the service area of METRO and occupied by a person or group of persons comprising not more than two families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- Q. **Residential Waste:** All Refuse and Garbage generated by a Customer at a Residential Unit, excluding Unacceptable Waste.
- R. **Solid Waste or Waste:** All Residential and Light Commercial Waste to be collected by CONTRACTOR pursuant to this Agreement. The term "Solid Waste" or "Waste" specifically excludes Unacceptable Waste.
- S. **Special Waste:** Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) residue and debris from the cleanup of a spill or release of chemical(s), or (H) any

other waste defined by applicable law, rule or regulation as "Special Waste."

- T. **Third Party Provider:** A commercial business enterprise or commercial service provider providing services to Residential Units.
  
- U. **Unacceptable Waste:** Any waste or material that: (i) the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement; or (ii) substantial damage to Contractor's equipment or facilities; or (iii) contains information (in hard copy or electronic format) that is protected or regulated under any local, state or federal privacy or data security laws, including without limitation, the Health Insurance Portability and Accountability Act (HIPAA); or (iv) presents a danger to the health or safety of the public or Contractor's employees; or (v) is or contains Hazardous Waste, Industrial Waste, Special Waste, Construction Debris, untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater; or (vi) is or contains solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit; or (vii) any large or bulky items that do not fit within and Cart and allowing the Cart lid to close, including, without limitation, tree limbs, furniture, bicycles, and tires; or (viii) is soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements; or (ix) results from activities associated with the exploration, development, or production of oil or gas or geothermal resources.
  
- V. **Unusual Accumulations/Overage:** Any Waste placed curbside for collection in excess of the volumes permitted by this Contract or placed outside or on top of a Polycart.
  
- W. **Paid Door-to-Truck Service:** A special Cart collection service provided by CONTRACTOR to those one- or two-family Residential Unit Customers pre-qualified by confirming with METRO via the Exhibit D – Private Road Waiver Request Form. These Customers will be allowed to place their Cart outside their garage or carport, where the Cart is visible from the street, for collection service.

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

### 2.1. Duties and Responsibilities

- A. CONTRACTOR will provide Customers with once per week (Monday-Friday) Solid Waste collection and collection of Carts as described in Exhibit A – Scope of Work, which is attached hereto and incorporated as set forth herein.
  
- B. This Contract does not include nor shall CONTRACTOR be required to:
  - i. provide Waste collection services using roll-off containers;
  - ii. provide compactors to any Customer;
  - iii. collect Waste generated by or at a Residential Unit and/or Light Commercial Unit that cannot easily fit into a Cart and allow the lid to close;
  - iv. collect Special Waste or Construction Debris;
  - v. collect Dead Animals larger than ten (10) pounds;
  - vi. collect Hazardous Waste;
  - vii. collect Medical Waste;
  - viii. collect Unusual Accumulations; and
  - ix. collect Unacceptable Waste.
  
- C. Storm/Disaster Debris: The parties understand and agree that, in the event of a hurricane, tornado, major storm, flood, natural disaster, war, act of terrorism, or other acts of God (“Disaster Event”), the Waste and

debris caused by the Disaster Event is not included in this Contract.

- D. Ownership of Waste: Title to Waste shall pass to CONTRACTOR when placed in CONTRACTOR'S collection vehicle. Title to Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

### 3. CONTRACT TERM

#### 3.1. Contract Term

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end November 30, 2024.

### 4. COMPENSATION

#### 4.1. Contract Value

This Contract has an estimated value of \$6,000,000.00. The pricing details ("Base Rates") are included in Exhibit B and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly invoiced. The Base Rates are subject to a adjustment as set forth in Section 4.4. below.

#### 4.2. Other Fees

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

#### 4.3. Payment Methodology

- A. Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all services provided under this Contract.
- B. METRO will compensate CONTRACTOR in accordance with the Base Rates in Exhibit B of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for performed services that are properly authorized by METRO in accordance with this Contract. METRO reserves the right to partially pay any invoices submitted for CONTRACTOR's failure to complete all collection services during the collection route scheduled for the applicable invoice only after written notification is made by METRO and the issue is not resolved by CONTRACTOR within seven (7) days after receipt of notice.
- C. METRO's payment for CONTRACTOR's services shall be established by the total count of such Residential and Light Commercial Units receiving sanitation services in METRO's utility billing system (the "Count"). METRO will be responsible for determining and providing the Count to CONTRACTOR on a quarterly basis. Excluded from the Count will be certain multi-family dwellings such as apartments, residences under construction and commercial establishments and some vacant homes. CONTRACTOR has no responsibility for incorrect Counts provided by METRO; but CONTRACTOR has the right to verify the Count information provided by METRO. Any errors or mistakes in the Count shall be corrected within six months of the date such Count is provided to the CONTRACTOR or the mistake is waived and released by both parties.
- D. As of the Effective Date of the Contract, the parties agree that the Count shall be as set forth in Exhibit B. Thereafter, a revised Count shall be determined by METRO at the end of each week during the term of this Contract to establish the Count to be used for billings. METRO shall provide the Count information to CONTRACTOR no later than the last working day of the week. Billing and Payment will occur monthly based on the sums of the weekly Residential Unit Count, Light Commercial Unit Count, Cart Count, Paid Door-to-Truck Service Count and Disabled Door-to-Truck Service Count as they exist as of the last day of the billing month.
- E. METRO shall remit to CONTRACTOR payment for such services within thirty (30) days after receipt of any

undisputed invoice. If METRO disputes CONTRACTOR'S invoice or any portion thereof, then METRO shall notify CONTRACTOR in writing of the basis of the dispute within twenty (20) days of receiving the invoice. All disputed invoices or portions thereof must be resolved by the parties within 21 days of METRO'S receipt of CONTRACTOR'S notice of the dispute (or a longer period if mutually agreed by the parties).

- F. METRO may notify CONTRACTOR in writing of any Customer that has failed to timely pay METRO for Waste collection services, and CONTRACTOR agrees to suspend service to such delinquent Customer until notified by METRO to resume such services, which shall occur on the next regularly scheduled collection day. If CONTRACTOR suspends service to a Customer as requested by METRO, CONTRACTOR has the right to charge a service reactivation fee and/or the right to assess a finance charge or late payment fees if such service to the Customer is reinstated.

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

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

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

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

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

- A. CONTRACTOR shall submit invoices for payment in a format acceptable to METRO and shall submit invoices no more frequently than monthly for satisfactorily and accurately performed services. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation as required by METRO. CONTRACTOR shall submit all invoices no later than ninety (90) days after the services have been delivered/performed.
- B. Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming service but prior to any substantial change in condition of the services caused by METRO.

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

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

### **5. TERMINATION**

#### **5.1. Breach**

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

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

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

#### **5.3. Notice**

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

## **6. NONDISCRIMINATION**

### **6.1. METRO's Nondiscrimination Policy**

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

### **6.2. Nondiscrimination Requirement**

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

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

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

### **6.4. Covenant of Nondiscrimination**

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

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

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

## **7. INSURANCE**

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

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



**7.2. Business Automobile Liability Insurance**

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

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

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

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

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

**7.5. Such insurance shall:**

- A. For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- B. Business Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. This insurance policy shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as a additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.
- C. CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

**7.6. Other Insurance Requirements**

- A. Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates (ACORD or equivalent) and amendatory endorsements effecting coverage required by this section and provide 30 days' written notice in the event that such insurance is terminated or, allowed to expire and 10 days written notice for policy cancellation due to premium nonpayment. Any such notice shall be made to:

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

- B. CONTRACTOR shall replace certificates and/or endorsements for any such insurance expiring prior to completion of services.
- C. CONTRACTOR shall maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.
- D. Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

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

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

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

### **8.1. Taxes**

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

### **8.2. Warranty**

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

### **8.3. Intentionally Omitted**

### **8.4. Confidentiality**

- A. Tennessee Code Annotated § 10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.
- B. The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information. Information which qualifies as "Sensitive Information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Sensitive Information.
- C. CONTRACTOR, and its Agents, for METRO, may have access to Sensitive Information. CONTRACTOR, and its Agents, are required to maintain such Sensitive Information in a manner appropriate to its level of sensitivity. All Sensitive Information must be secured at all times including, but not limited to, the secured

destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO's Sensitive Information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

- D. Upon the prior reasonable written request of METRO, CONTRACTOR shall return all information in the same form as disclosed or as mutually determined by the parties. In the event of any disclosure or threatened disclosure of METRO's Sensitive Information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

### **8.5. Information Ownership**

- A. All METRO information disclosed to CONTRACTOR under this Contract is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's prior reasonable written request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores on its electronic backup, archiving or disaster recovery systems if such information is readily accessible by CONTRACTOR.
- B. Any information provided to the CONTRACTOR from METRO under this Contract, including information provided by METRO customers or citizens, is only to be used to fulfill the contracted services. Any additional information that is inferred or determined based on primary information that is provided to the CONTRACTOR, i.e. "second-order data", is only to be used to fulfill the contracted services. This information is not to be used for marketing or commercial purposes and the CONTRACTOR asserts no rights to this information outside of fulfilling the contracted services. Storage of METRO's primary information is not allowed outside United States' jurisdiction.

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

CONTRACTOR shall notify METRO of any data breach involving METRO information within 72 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred (Breach Notice) by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

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

- A. CONTRACTOR represents and warrants that Services, or any media upon which the Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.
- B. For CONTRACTOR managed systems that interact with METRO under this Contract, if any, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent

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

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

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

- A. CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a third party claim that the services furnished under this Contract infringe a third party's copyright, trademark, service mark, or patent rights. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action at Metro's own cost. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.
- B. If the services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:
  - i. Procure for METRO the right to continue using the services;
  - ii. Replace or modify the alleged infringing services with other equally suitable services that are satisfactory to METRO, so that they become non-infringing; or
  - iii. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided, however, that CONTRACTOR will not exercise the remove option above until CONTRACTOR and METRO have determined that the procure and/or replace options are impractical. CONTRACTOR shall have no liability to METRO, however, if any such infringement or claim thereof is based upon or arises out of:
    - iv. The use of services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
    - v. The use of services in a manner for which the services were neither designated nor contemplated; or,
    - vi. The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

- A. CONTRACTOR shall maintain documentation for all charges invoiced to METRO under this Contract. The accounting books, business records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract (hereinafter referred to as the "Records"), shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. Notwithstanding the provisions of the above and this Section 8.9, CONTRACTOR shall in no circumstances be obligated to disclose and METRO shall not have access to any Records or information which is deemed confidential or proprietary by CONTRACTOR. The Records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.
- B. All Records, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be

made available to METRO for inspection and copying upon prior reasonable written request from METRO. The Records shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon prior reasonable written request from METRO.

### **8.10. Monitoring**

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

METRO shall have the right, at its expense, during normal business hours and with reasonable advance written notice, to evaluate, test, and review at CONTRACTOR's premises the Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors, which are reasonably approved by CONTRACTOR.

### **8.11. METRO Property**

Any METRO property disclosed under this Contract, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced by METRO during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO to CONTRACTOR.

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

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

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

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

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

#### **8.14. Waiver**

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

#### **8.15. Employment**

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

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

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

#### **8.16. Compliance with Laws**

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

#### **8.17. Iran Divestment Act**

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

#### **8.18. Taxes and Licensure**

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

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

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

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

is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48

**8.20. Indemnification and Hold Harmless**

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

- A. Any third party claims, damages, costs, and reasonable attorney's fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any third party claims, damages, penalties, costs, and reasonable attorney's fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.
- D. CONTRACTOR shall pay METRO any reasonable expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

**8.21. Intentionally Omitted**

**8.22. Assignment--Consent Required**

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO.

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

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

**OR**

**METRO PURCHASING AGENT**

**DEPARTMENT OF FINANCE**

**PROCUREMENT DIVISION**

**730 2ND AVENUE SOUTH**

**PO BOX 196300**

**NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete

or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

**8.23. Entire Contract**

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

**8.24. Force Majeure**

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

**8.25. Governing Law**

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

**8.26. Venue**

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

**8.27. Severability**

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

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

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

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

Notices to CONTRACTOR shall be mailed or hand delivered to:

**CONTRACTOR: Platform Waste Solutions, LLC**

Platform Waste Solutions, LLC  
833 SW Lemans Lane  
Box #234  
Lee's Summit, MO. 64082

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: **Brian Burns**

Address: 3108 BRANDAU RD, HERMITAGE, TN 37076-3503.

Email: [chris@platformcap.com](mailto:chris@platformcap.com)

**[SPACE INTENTIONALLY LEFT BLANK]**

Contract Number 6519358

**Effective Date**

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

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

**CONTRACTOR:**

**APPROVED AS TO PROJECT SCOPE:**

Platform Waste Solutions, LLC  
Company Name

Amanda Deaton-Mayer *ADM*  
Director, Metro Water and Sewerage Services

Chris Bix  
Signature of Company's Contracting Officer

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

Chris Bix  
Officer's Name

Michelle A. Hernandez Lane *ML*  
Purchasing Agent

CEO  
Officer's Title

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Kelly Flannery/TJE *KLF*  
Director of Finance BA

**APPROVED AS TO FORM AND LEGALITY:**

Tara Ladd  
Metropolitan Attorney

**FILED BY THE METROPOLITAN CLERK:**

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

## **Exhibit A – Scope of Work**

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

- A. Contractor shall provide Customers with once per week (Monday-Friday) Waste collection for a total of 75 routes per week. Service to all customers is anticipated to begin by July 1, 2022. The actual number of addresses the CONTRACTOR may be required to service may increase or decrease during the contract period.
1. CONTRACTOR shall collect Residential Waste generated at Residential Unit and placed in Polycarts once (1) per week (Monday – Friday) during the term of this Agreement. Residential Unit Customers must place their Carts curbside for service by 7:00 a.m. on the designated collection day.
  2. CONTRACTOR shall collect Waste generated at a Light Commercial Unit and placed in that Light Commercial Unit's Cart once (1) per week (Monday – Friday) during the term of this Contract. A Light Commercial Unit may not use more than two (2) Carts for Waste, unless approved in writing by Metro and CONTRACTOR. Light Commercial Units must place their Carts curbside for service by 7:00 a.m. on this designated collection day.
  3. Once per week pick-up days shall be mutually established by the CONTRACTOR and the METRO.
  4. Metro has the right to offer additional temporary or permanent Waste or recycling collection routes to the CONTRACTOR under this Contract, provided that both parties mutually agree in writing via a letter of acceptance, to the additional routes and all relevant details of service. METRO will be responsible for payment of any additional routes and CONTRACTOR shall be entitled to compensation at the current service rates under this Contract or rates mutually agreeable by the parties.

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

- A. METRO will provide and deliver all Carts for Residential and Light Commercial Unit waste collection services and will provide Cart maintenance, repair, and replacement during the term of the Contract. Only Waste placed in the METRO provided containers is required to be collected by CONTRACTOR. CONTRACTOR shall have no obligation to collect Unusual Accumulations.
- B. METRO will utilize hubNashville's 311 call center for customer service issues.
- C. METRO shall instruct Customers on the following regarding collection of Waste:
1. All Carts shall be placed in a location that is readily accessible to CONTRACTOR and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing.
  2. Customers shall not overload Carts, and the Carts shall be loaded such that the lids shall close completely and securely. CONTRACTOR has no obligation to collect any Waste placed outside or on top of the Cart.
- D. METRO shall aid CONTRACTOR in resolving problems of Cart location by the Customer, including any residences located on inaccessible roads.
- E. METRO and Customers agree that all right of ways can bear the weight of the Polycarts and Contractor's vehicles. CONTRACTOR shall not be responsible for any damage to METRO's or the Customer's property, including pavement, subsurface or curbing, unless such damage is caused by CONTRACTOR'S negligence or misconduct.

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

- A. All Waste collected by the CONTRACTOR under this Contract shall be delivered only to the Republic

Services AAA Transfer Station, located at 1160 Freightliner Drive, Nashville, TN 37210 or a duly permitted disposal facility mutually agreed by the parties.

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

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

waste.

- d. CONTRACTOR will train its employees as to METRO collection rules and regulations, ensuring employees can answer questions from citizens and follow METRO'S collection rules at the curb. This training is to be ongoing and included in new hire orientation. CONTRACTOR employees will also leave notices of improper Cart usage and general education when applicable.
- e. Upon reasonable prior written notice to CONTRACTOR, METRO may require a route "ride-along" with the CONTRACTOR'S drivers at any time during the Contract.

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

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

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

- a. All Waste collected under this Contract shall be collected and transported by the CONTRACTOR in collection vehicles that shall be maintained and in good repair to prevent leaking, spilling or scattering of materials.
- b. All vehicles shall be of a size and type not to exceed the maximum legal limit for gross vehicle weight (GVW) at any time, even when fully loaded.
- c. Collection vehicles shall include the CONTRACTOR'S name, phone number and the CONTRACTOR'S unique vehicle identification number on the front, rear and both sides of the vehicle in letters no less than two and one-half (2 ½) inches high. CONTRACTOR shall not place Metro's logo on its vehicles.
- d. An amber warning strobe-type beacon and back-up warning beeper shall be permanently mounted and operational on the rear of all collection vehicles.
- e. CONTRACTOR shall provide a fleet of collection vehicles sufficient in number and capacity to efficiently perform the work required by the contract. CONTRACTOR shall have available on collection days at least one dedicated vehicle per route and sufficient back-up vehicles for each type of collection vehicle used to respond to complaints and emergencies. Failure to maintain the dedicated one vehicle per route requirement may be considered a breach of contract. Sufficient back-up is defined as one back-up vehicle per five vehicles.
- f. The average age of the collection vehicles used by the CONTRACTOR under this Agreement shall be 7 years unless it is used only as a reserve vehicle. For purposes of this Agreement, a "reserve vehicle" shall mean a vehicle that is temporarily used by CONTRACTOR for Waste collection, in the event a normal fleet vehicle is damaged, destroyed, being repaired or is otherwise unavailable. Failure to maintain vehicles within the age requirements may be considered a breach of contract.
- g. The CONTRACTOR shall furnish METRO a written inventory of all vehicles used in providing service and shall update the inventory whenever it is modified and confirm this inventory quarterly. The inventory shall list, at a

minimum, all vehicles by manufacturers (chassis and body), ID number, age of vehicle and date of acquisition, type and capacity. Metro reserves the right to inspect the inventory of vehicles at the contractor's local facility upon reasonable prior written notice.

**V. Contractor Responsibilities**

- A. It shall be the CONTRACTOR'S responsibility to have equipment of suitable type and in proper condition to operate and maintain uninterrupted schedules. CONTRACTOR shall maintain all vehicles and equipment in a clean and safe working condition.
- B. The CONTRACTOR shall meet all applicable rules, regulations, zoning, permitting, registration and licensing requirements whether local, state or federal and determine the applicability of any rule, regulation or other requirement.
- C. The CONTRACTOR shall acquire all necessary local, state and federal licenses and permits prior to starting work under the Contract. Such fees are the responsibility of the CONTRACTOR.
- D. The CONTRACTOR shall follow reasonable instructions provided by Metro personnel which are in accordance with the requirements of this Contract.
- E. CONTRACTOR shall meet all safety regulations set forth by the Tennessee Department of Transportation and the Federal Department of Transportation.
- F. CONTRACTOR shall endeavor to maintain the same hours of service as that of METRO beginning collection service at 7 AM Monday through Friday and finishing collection service no later than 5 PM.
- G. CONTRACTOR may not allow Waste collected from METRO contracted addresses to be mixed with any Waste collected from non-METRO contracted addresses or containers.
- H. In the event a route requires alley service hand collection and the use of a rear load vehicle by CONTRACTOR, then CONTRACTOR and the CONTRACTOR'S employees shall endeavor not to collect and/or empty waste containers that contain cardboard, yard waste, electronics or any other materials banned from waste containers within Davidson County. CONTRACTOR'S failure to collect and/or empty such waste containers shall not be considered a missed collection or a violation of this Contract. If three or more Carts are located at any Customer service address under this Contract, the CONTRACTOR shall not empty more than 2 Carts unless previously notified by METRO. METRO will provide an updated Cart count per address to the CONTRACTOR weekly. METRO may change the number of allowed collection Carts per service address and will notify the Customer and CONTRACTOR within 30 days of such change.
- I. CONTRACTOR shall be required to provide Disabled Door-to-Truck Service and Paid Door-to-Truck Service at Residential Unit addresses provided to CONTRACTOR in writing by METRO. Disabled Door-to-Truck Service is provided to residents with disabilities and Paid Door-to-Truck Service is provided to pre-qualified residents that have been confirmed by METRO and have executed either a Backdoor Trash Collection Waiver Request ("Disabled Waiver Form") or a Private Road Waiver Form ("Paid Waiver Form"), example forms which are attached hereto as Exhibit C – Backdoor Trash Collection Waiver Request Form and Exhibit D - Private Road Waiver Request Form. For purposes of the Disabled Waiver Form and Paid Waiver Form only, Waste Management, Inc. of Tennessee is included as an independent contractor retained by METRO to provide Waste collection services to residents in the Urban Services District and qualifies as a "contractor" for the purpose of providing back yard pickup service in accordance with Metropolitan Code Section 10.20.200. Disabled Door-to-Truck Service and Paid Door-to-Truck Services requires that an approved Customer shall place their Cart outside their garage or carport area and a CONTRACTOR employee will roll the Cart to the collection vehicle, empty its contents, and return the Cart to the original location. CONTRACTOR has no obligation to provide Disabled Door-to-Truck Service or Paid Door-to-Truck Service if the original location of the Cart is located more than 100 feet from the

curb or roadway where the collection truck stops. CONTRACTOR will be required to provide, at no additional cost, collection of up to a maximum of (1500). Customers who qualify for Disabled Door-to-Truck Service for the Annexation collection routes. In the event the number of Disabled Door-to-Truck Customers exceeds 1500, then CONTRACTOR shall charge METRO the rate set forth in Exhibit B for additional Disabled Door-to-Truck Service collection. CONTRACTOR shall charge METRO the rate set forth in Exhibit B for any Paid Door-to-Truck Service collections.

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

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

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

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

**CONTRACTOR must confirm upon execution of this agreement and annually certify that:**

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

#### **VIII. Reports and Invoices**

- A. CONTRACTOR shall be required to submit regular reports and invoices in a format and frequency mutually approved by the parties. Regular reports include, but are not limited to:
- B. CONTRACTOR shall be required to submit the following daily reports:
  - No later than 7 AM on collection day with the following:
    - List of curbside and alley routes to be completed
    - Total number of operational ASL trucks on routes
    - Total number of operational rear load trucks on routes
    - Total number of ASL drivers onsite
    - Total number of rear load drivers onsite
  - At end of collection day with the following:

- List of curbside and alley routes showing percent completed and time routes were completed
- C. Weekly reports responding to or reporting on the validity of any Customer complaint forwarded by Metro to the contractor. Complaints would include missed pickup, property damage, etc. received by CONTRACTOR.
- D. Monthly reports detailing any Waste collected by the CONTRACTOR under this Contract that is not delivered to the Republic Services AAA Transfer Station, including tonnage records from the mutually agreed disposal facility.

#### **IX. Contactor's Performance**

- A. All work of the CONTRACTOR shall be completed in a responsible manner in accordance with the Contract terms. All accidents and incidents must be reported to METRO on the date of occurrence.
- B. CONTRACTOR shall not be responsible for scattered Waste unless the same has been caused by CONTRACTOR, in which case such scattered Waste shall be timely collected by CONTRACTOR. Each of CONTRACTOR'S vehicles shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of Waste onto public or private property.
- C. All Customer service complaints shall be directed to the Metro Government hubNashville 311 call center. Metro Public Works will generate an electronic work order outlining all complaints received. All complaints received by METRO will be sent to CONTRACTOR within one business day of receipt. CONTRACTOR shall recover all verified missed pickups within one business day of receipt. If a missed pickup complaint is received on a Friday, CONTRACTOR will recover the verified missed pickup on the following Monday. CONTRACTOR will respond to other types of Customer complaints received by CONTRACTOR within one business day of receipt. Upon resolution of the complaint by the CONTRACTOR, the CONTRACTOR will close the work order and resubmit to METRO. The CONTRACTOR must inform METRO of the date, time and action taken to resolve the complaint.

Failure to remedy the cause of any verified missed pickup complaint within one business day of receipt by CONTRACTOR will be considered a breach of contract with METRO, subject to all applicable notice and cure language. In lieu of termination, METRO may, but is not required to, assess against CONTRACTOR the following amounts as liquidated damages, which assessments, if any, may be deducted from the applicable invoice payment by METRO on a monthly basis. Prior to deducting any liquidated damages charges from payments due to the CONTRACTOR, METRO shall provide CONTRACTOR with written notice and details of all claims giving rise to any charges it plans to assess, and allow the CONTRACTOR to respond or disprove the claims event. CONTRACTOR shall send its response and/or proof to METRO within 14 days after receipt of notice. If CONTRACTOR fails to respond to METRO'S notice of claimed liquidated damages charges or fails to provide information refuting the claim, then METRO may automatically deduct the total charge from the payment due to the CONTRACTOR. Any liquidated damages assessed but not deducted by METRO within 90 days of the date of the breach will be deemed waived by METRO. Notwithstanding the preceding sentences in this paragraph, the parties agree that no liquidated damages shall be assessed by METRO against CONTRACTOR (i) during the first six months of the term of this Contract or (ii) during any *force majeure* event or circumstance.

1. Failure to clean up spilled material, or equipment leaks resulting from loading and/or



- transporting solid waste within one (1) working days of notification: **\$500.00**
2. Failure to collect solid waste from any METRO customer in accordance with the collection route provided by METRO within the CONTRACTOR's designated service area within twenty-four (24) hours of notification of verified missed collection:
    - a. First Miss: **Monthly contracted rate for ASL and RL route per service unit.**
    - b. For any additional misses within a 60 day period of the initial missed pickup at the same address: **Double the monthly contracted rate for ASL and RL for any additional miss after the first miss.**
  3. Failure to provide collection service to a group of accounts (missed area, or non-completed route, such as an entire street, subdivision or neighborhood) within the contractors designated service area within twenty-four (24) hours of notification of a verified missed collection:
    - a. First Miss: **Monthly contracted rate for ASL and RL route per service unit per service unit multiplied by the number of service units within the missed area/incomplete route.**
    - b. For any additional misses within a 60-day period of the initial missed pickup at the same address: **Double the monthly contracted rate for ASL and RL for any additional miss after the first miss.**
  4. **Excessive complaints during any given week. Complaint call volume/online submission of complaints for confirmed missed collections in excess of 200 per week: \$1.00 per call over 200.**
  5. Failure to maintain vehicle in manner that prevents nuisances such as leaky seals or hydraulic leaks: **\$100.00 per incident.**
- D. 1. Sixty days from contract initiation and every month thereafter, Metro will assess CONTRACTOR'S performance based on route completion. If it is found that:
- a. more than 5 entire streets are missed and not collected within 24 hours, or
  - b. daily assigned routes are not being initiated on schedule; i.e. Monday routes not collected on Monday, or
  - c. 30% of routes are not completed for more than two consecutive days, or
  - d. CONTRACTOR failed to comply with the one vehicle per route requirement, pursuant to Section IV(C)(5)(e) for two consecutive days, then
- CONTRACTOR is in breach of this agreement and METRO may, at METRO's sole discretion:
- e. Assume and/or assign routes to other vendors until such time that CONTRACTOR can demonstrate, to METRO's satisfaction, that it is capable of reassuming the routes, and/or
  - f. Pursue termination as outlined in the CONTRACT Section 5.1(A).
2. If METRO determines that routes may need to be reassigned, METRO will provide minimum of 7-days-notice, except in the case of public health and safety emergency, as determined by METRO. If METRO determines that a public health and safety emergency exists as a result of CONTRACTOR's failure to collect, METRO may immediately, after notifying CONTRACTOR, assume or assign routes to other vendors

## X. Bond

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

surety.

## Exhibit B Monthly Pricing and Rates

### Residential Waste Collection Services

Route Number	Route Type	Houses/Route	Price/House	Cost	Additional Carts	Price/Additional Cart	Cost
8101A	ASL	743	\$7.80	\$5795.40	116	\$2.00	\$232.00
8102A	ASL	799	\$7.80	\$6232.20	126	\$2.00	\$252.00
8103A	ASL	860	\$7.80	\$6708.00	132	\$2.00	\$264.00
8104A	ASL	806	\$7.80	\$6286.80	138	\$2.00	\$276.00
8105A	ASL	844	\$7.80	\$6583.20	106	\$2.00	\$212.00
8106A	ASL	849	\$7.80	\$6622.20	105	\$2.00	\$210.00
8107A	ASL	927	\$7.80	\$7230.60	94	\$2.00	\$188.00
8108A	ASL	885	\$7.80	\$6903.00	113	\$2.00	\$226.00
8109A	ASL	813	\$7.80	\$6341.40	127	\$2.00	\$254.00
8110A	ASL	727	\$7.80	\$5670.60	135	\$2.00	\$270.00
8111A	ASL	827	\$7.80	\$6450.60	139	\$2.00	\$278.00
8122S	RL	449	\$9.50	\$4265.50	80	\$2.00	\$160.00
8123S	RL	423	\$9.50	\$4018.50	70	\$2.00	\$140.00
8124S	RL	488	\$9.50	\$4636.00	54	\$2.00	\$108.00
8125S	RL	124	\$9.50	\$1178.00	22	\$2.00	\$44.00
8201A	ASL	832	\$7.80	\$6489.60	130	\$2.00	\$260.00
8202A	ASL	925	\$7.80	\$7215.00	115	\$2.00	\$230.00
8203A	ASL	974	\$7.80	\$7597.20	172	\$2.00	\$344.00
8204A	ASL	783	\$7.80	\$6107.40	121	\$2.00	\$242.00
8205A	ASL	636	\$7.80	\$4960.80	119	\$2.00	\$238.00
8206A	ASL	674	\$7.80	\$5257.20	113	\$2.00	\$226.00
8207A	ASL	835	\$7.80	\$6513.00	171	\$2.00	\$342.00
8208A	ASL	1,038	\$7.80	\$8096.40	264	\$2.00	\$528.00
8209A	ASL	878	\$7.80	\$6848.40	174	\$2.00	\$348.00
8210A	ASL	644	\$7.80	\$5023.20	141	\$2.00	\$282.00
8211A	ASL	899	\$7.80	\$7012.20	247	\$2.00	\$494.00
8222S	RL	644	\$9.50	\$6118.00	123	\$2.00	\$246.00
8223S	RL	717	\$9.50	\$6811.50	146	\$2.00	\$292.00
8224S	RL	448	\$9.50	\$4256.00	87	\$2.00	\$174.00
8225S	RL	526	\$9.50	\$4997.00	111	\$2.00	\$222.00
8226S	RL	87	\$9.50	\$826.50	8	\$2.00	\$16.00
8301A	ASL	737	\$7.80	\$5748.60	19	\$2.00	\$38.00
8302A	ASL	801	\$7.80	\$6247.80	134	\$2.00	\$268.00
8303A	ASL	712	\$7.80	\$5553.60	149	\$2.00	\$298.00
8304A	ASL	833	\$7.80	\$6497.40	244	\$2.00	\$488.00
8305A	ASL	799	\$7.80	\$6232.20	83	\$2.00	\$166.00
8306A	ASL	725	\$7.80	\$5655.00	170	\$2.00	\$340.00

8307A	ASL	730	\$7.80	\$5694.00	117	\$2.00	\$234.00
8308A	ASL	778	\$7.80	\$6068.40	125	\$2.00	\$250.00
8309A	ASL	848	\$7.80	\$6614.40	103	\$2.00	\$206.00
8310A	ASL	630	\$7.80	\$4914.00	93	\$2.00	\$186.00
8311A	ASL	948	\$7.80	\$7394.40	143	\$2.00	\$286.00
8322S	RL	780	\$9.50	\$7410.00	106	\$2.00	\$212.00
8323S	RL	828	\$9.50	\$7866.00	146	\$2.00	\$292.00
8324S	RL	853	\$9.50	\$8103.50	61	\$2.00	\$122.00
8401A	ASL	766	\$7.80	\$5974.80	124	\$2.00	\$248.00
8402A	ASL	747	\$7.80	\$5826.60	135	\$2.00	\$270.00
8403A	ASL	894	\$7.80	\$6973.20	135	\$2.00	\$270.00
8404A	ASL	952	\$7.80	\$7425.60	134	\$2.00	\$268.00
8405A	ASL	1,007	\$7.80	\$7854.60	153	\$2.00	\$306.00
8406A	ASL	862	\$7.80	\$6723.60	118	\$2.00	\$236.00
8407A	ASL	777	\$7.80	\$6060.60	88	\$2.00	\$176.00
8408A	ASL	953	\$7.80	\$7433.40	128	\$2.00	\$256.00
8409A	ASL	950	\$7.80	\$7410.00	181	\$2.00	\$362.00
8410A	ASL	873	\$7.80	\$6809.40	141	\$2.00	\$282.00
8411A	ASL	728	\$7.80	\$5678.40	140	\$2.00	\$280.00
8422S	RL	654	\$9.50	\$6213.00	18	\$2.00	\$36.00
8423S	RL	632	\$9.50	\$6004.00	44	\$2.00	\$88.00
8424S	RL	645	\$9.50	\$6127.50	65	\$2.00	\$130.00
8501A	ASL	576	\$7.80	\$4492.80	109	\$2.00	\$218.00
8502A	ASL	726	\$7.80	\$5662.80	171	\$2.00	\$342.00
8503A	ASL	992	\$7.80	\$7737.60	201	\$2.00	\$402.00
8504A	ASL	951	\$7.80	\$7417.80	266	\$2.00	\$532.00
8505A	ASL	825	\$7.80	\$6435.00	188	\$2.00	\$376.00
8506A	ASL	981	\$7.80	\$7651.80	257	\$2.00	\$514.00
8507A	ASL	987	\$7.80	\$7698.60	178	\$2.00	\$356.00
8508A	ASL	686	\$7.80	\$5350.80	130	\$2.00	\$260.00
8509A	ASL	865	\$7.80	\$6747.00	137	\$2.00	\$274.00
8510A	ASL	1,040	\$7.80	\$8112.00	268	\$2.00	\$536.00
8511A	ASL	587	\$7.80	\$4578.60	116	\$2.00	\$232.00
8522S	RL	168	\$9.50	\$1596.00	14	\$2.00	\$28.00
8523S	RL	419	\$9.50	\$3980.50	14	\$2.00	\$28.00
8524S	RL	444	\$9.50	\$4218.00	11	\$2.00	\$22.00
8525S	RL	461	\$9.50	\$4379.50	31	\$2.00	\$62.00
8526S	RL	416	\$9.50	\$3952.00	16	\$2.00	\$32.00
		55,670		\$451,576.20	9,203		\$18,406.00

Cost/Disabled Backdoor Customer after 1,500: \$30

Cost/Paid Backdoor Customer: \$30



# Metropolitan Nashville & Davidson County

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



## Backdoor Trash Collection Waiver Request

**Service Address**

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

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

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

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

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

**YOU MUST ATTACH THE FOLLOWING:**

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

**Certification**

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

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

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

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

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

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



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



# Metropolitan Nashville & Davidson County

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



## Private Road Waiver

Name of Streets and/or Homeowner's Association:

Contact Name:

Contract Address:

Phone Number:

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

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

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

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

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

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

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

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

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

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

**RETURN COMPLETED FORM TO:**

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



**Certificate Of Completion**

Envelope Id: 4A1D791EC11A4E3F98D6DE374621BAF5	Status: Sent
Subject: URGENT!!! Metro Contract 6519358 with Platform Capital Waste Solutions, LLC (Water Services)	
Source Envelope:	
Document Pages: 33	Signatures: 10
Certificate Pages: 17	Initials: 3
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.190


**Record Tracking**

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
6/21/2022 2:14:23 PM	prg@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

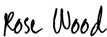
**Signer Events**

Signer Events	Signature	Timestamp
Gary Clay		Sent: 6/21/2022 2:44:38 PM
Gary.Clay@nashville.gov		Viewed: 6/21/2022 3:35:03 PM
Asst. Purchasing Agent		Signed: 6/21/2022 3:36:50 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Uploaded Signature Image	
	Using IP Address: 170.190.198.190	

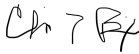
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Amanda Deaton-Moyer		Sent: 6/21/2022 3:37:00 PM
Amanda.Deaton-Moyer@nashville.gov		Viewed: 6/21/2022 3:52:26 PM
Security Level: Email, Account Authentication (None)		Signed: 6/21/2022 3:52:46 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.192	

**Electronic Record and Signature Disclosure:**  
Accepted: 6/21/2022 3:52:26 PM  
ID: 1f175ad9-6d85-4081-bf34-fe069a6862e5

Rose Wood		Sent: 6/21/2022 3:52:51 PM
Rose.Wood@nashville.gov		Viewed: 6/21/2022 9:30:02 PM
Finance Admin		Signed: 6/21/2022 9:30:20 PM
Metro Finance Dept. OMB		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

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

Chris Bix		Sent: 6/21/2022 9:30:29 PM
chris@platformcap.com		Viewed: 6/24/2022 8:45:42 AM
Security Level: Email, Account Authentication (None)		Signed: 6/24/2022 8:49:06 AM
	Signature Adoption: Drawn on Device	
	Using IP Address: 136.34.148.203	

**Electronic Record and Signature Disclosure:**

Signer Events	Signature	Timestamp
<p>Accepted: 6/24/2022 8:45:42 AM ID: b24b7f02-a984-4d6a-b731-263f21e48d1f</p> <p>Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>Michelle A. Hernandez Lane</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 172.58.146.203 Signed using mobile</p>	<p>Sent: 6/24/2022 8:49:15 AM Viewed: 6/24/2022 12:13:09 PM Signed: 6/29/2022 10:30:24 AM</p>
<p>Amanda Deaton-Moyer Amanda.Deaton-Moyer@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>Amanda Deaton-Moyer</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.192</p>	<p>Sent: 6/29/2022 10:30:29 AM Viewed: 6/29/2022 10:46:27 AM Signed: 6/29/2022 10:46:57 AM</p>
<p>Accepted: 6/29/2022 10:46:27 AM ID: feeaee2a-dac6-42e9-9fd0-82f9adf3c44f</p> <p>Kelly Flannery/TJE Tom.Eddlemon@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>Kelly Flannery/TJE</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190</p>	<p>Sent: 6/29/2022 10:47:02 AM Viewed: 6/29/2022 11:10:42 AM Signed: 6/29/2022 11:13:35 AM</p>
<p>Accepted: 6/29/2022 11:10:42 AM ID: a840cc28-4778-4923-95ac-cab0a56a8772</p> <p>Kelly Flannery kelly.flannery@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>Kelly Flannery</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 6/29/2022 11:13:40 AM Viewed: 6/29/2022 11:27:01 AM Signed: 6/29/2022 11:27:18 AM</p>
<p>Accepted: 6/29/2022 11:27:01 AM ID: 2baf4fe8-c35c-4f94-92bc-0c2613e2e50d</p> <p>Tara Ladd tara.ladd@nashville.gov Assistant Metropolitan Attorney Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>Tara Ladd</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 7/14/2022 11:01:24 AM Viewed: 7/14/2022 11:09:24 AM Signed: 7/14/2022 11:09:50 AM</p>
<p>Accepted: 7/14/2022 11:09:24 AM ID: 1968e984-b4e3-4f6e-8de3-e25ced1965e0</p> <p>Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)</p>		<p>Sent: 7/15/2022 9:58:59 AM</p>



Signer Events	Signature	Timestamp
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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John Stewart  
john.stewart@nashville.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
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ID: 2cc8a467-2cb8-4cc8-bbf8-10eef8f43391

**COPIED**

Sent: 6/21/2022 3:36:58 PM

Sally Palmer  
sally.palmer@nashville.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 7/15/2022 8:46:50 AM  
ID: df475a8f-0d59-4caa-980a-3c253d8bdc2c

**COPIED**

Sent: 7/15/2022 9:58:56 AM

Tara Ladd  
tara.ladd@nashville.gov  
Assistant Metropolitan Attorney  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 7/15/2022 9:09:37 AM  
ID: e1fd93ba-e14f-428f-a683-b28260af9413

**COPIED**

Sent: 7/15/2022 9:58:58 AM  
Viewed: 7/15/2022 9:59:22 AM

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

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

Stephanie Belcher  
Stephanie.belcher@nashville.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 7/14/2022 7:01:48 AM  
ID: a1533a4c-75bd-42df-aea9-97d1a1dcad67

Carbon Copy Events	Status	Timestamp
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Accepted: 6/30/2022 10:56:54 AM ID: 4832c0bb-7b23-457a-b307-2422c7cb3075		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Accepted: 7/15/2022 9:28:35 AM ID: e9254179-ec6d-44ca-ba6e-ab75ccf8a008		
Eric Kruger eric@platformcap.com Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Jessica Angulo jessica.angulo@nashville.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/21/2022 2:44:38 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

July 15, 2022

**Jacob Walker**  
**Platform Waste Solutions, LLC**  
833 SW Lemans LN #234  
Lees Summit, MO 64082-4618

**Re: Letter of Assignment Consent for Contract No. 15723**

To whom it may concern:

The Metropolitan Government of Nashville and Davidson County ("Metro") has completed the review of the bankruptcy proceedings of Red River Waste Solutions, LP ("Red River") and Contract **15723** dated **July 27, 2004**. The Metropolitan Government agrees to consent to Contract 15723's termination and acceptance of Contract 6519358 as follows.

The original contract holder of Contract 15723, **Red River Waste Solutions, LP**, has consented and agreed to the rejection and termination of Contract 15723 in conjunction with the sale of its assets (the "Sale") to **Platform Waste Solutions, LLC** {"Platform"}. Metro agrees to accept Contract 6519358 with Platform, contemporaneously at the closing of the Sale (the "Closing"). Upon execution at the Closing, Contract 15723 will be deemed rejected and terminated, and Contract 6519358 will become effective. Metro agrees that Platform may (but shall not be obligated) to terminate its obligations under Contract 6519358 without incurring any liability to Metro if the Contract 6519358 is not effective by July 31, 2022, and such termination shall make Contract 6519358 null, void, and of no force and effect.

Contractor:  
Red River Waste Solutions, LP

Contracting Authority Signature

James Calandra  
Contracting Authority Name

7/15/2022  
Date Signed

Contractor:  
Platform Waste Solutions, LLC

Contracting Authority Signature

Jacob Walker  
Contracting Authority Name

7/15/2022  
Date Signed

**The Metropolitan Government of Nashville and Davidson County:**

*Michelle R Hernandez Lane*

Purchasing Agent

7/15/2022 | 11:47 AM CDT

Date Signed

JOHN COOPER  
MAYOR



# METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

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

July 15, 2022

Vice Mayor Shulman,

Metro Water Services, Waste Services Division, is requesting that the resolution to approve a contract between Metro and Platform Waste Solutions for residential waste collection services be approved for late filing. Platform Waste Solutions has acquired Red River's contract with Metro and will start collection in July.

Sincerely,

Scott Potter  
Director

{N0482963.1}  
need assistance



For accommodation, please contact Metro Water Services,  
at 615-862-4862, 1600 Second Avenue North, Nashville, Tennessee 37208.

If you