

GRANT APPLICATION SUMMARY SHEET

Grant Name: TDEC Organics Management 24-25
Department: WATER & SEWER
Grantor: TENNESSEE DEPT. OF ENVIRON. & CONSERVATION
Pass-Through Grantor (If applicable):
Total Applied For \$100,000.00
Metro Cash Match: \$50,000.00
Department Contact: Jenn Harrman 8802419
Status: NEW

Program Description:
The TDEC Organics Management grant funding will be used to extend the current Food Scraps Pickup Pilot program through then end of FY25. Current funding provided by a private donor will end October 2024. This will allow the program to continue through June 2025

Plan for continuation of services upon grant expiration:
The funding from the grant will allow continuation of curbside food scraps collection for all pilot participants while Metro Waste Services analyzes data collected and presents recommendations for long-term implementation in FY26.

APPROVED AS TO AVAILABILITY OF FUNDS: APPROVED AS TO FORM AND LEGALITY:

Kerwin Crumbo/impw 3/13/2024 | 4:04 PM CDT Tara Ladd 3/13/2024 | 2:25 PM PDT
Director of Finance Date Metropolitan Attorney Date
AP AC

APPROVED AS TO RISK AND INSURANCE:

Balogun Cole 3/13/2024 | 4:11 PM CDT Freddie O'Connell/impw@nashville.gov 3/14/2024 | 1:31 PM
Director of Risk Management Date Metropolitan Mayor Date
Services
(This application is contingent upon approval of the application by the Metropolitan Council.

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input checked="" type="radio"/>		Award Acceptance <input type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact		Phone	Fax		
WATER & SEWER	065	Jenn Harman		8802419			
Grant Name:		TDEC Organics Management 24-25					
Grantor:		TENNESSEE DEPT. OF ENVIRON. & CONSERVATION		Other:			
Grant Period From:		07/01/24	(applications only) Anticipated Application Date:		03/20/24		
Grant Period To:		06/30/25	(applications only) Application Deadline:		03/22/24		
Funding Type:	STATE	Multi-Department Grant		<input type="checkbox"/> If yes, list below.			
Pass-Thru:		Outside Consultant Project:		<input type="checkbox"/>			
Award Type:	COMPETITIVE	Total Award:		\$100,000.00			
Status:	NEW	Metro Cash Match:		\$50,000.00			
Metro Category:	New Initiative	Metro In-Kind Match:		\$0.00			
CFDA #		Is Council approval required?		<input checked="" type="checkbox"/>			
Project Description:		Applic. Submitted Electronically?		<input checked="" type="checkbox"/>			
<p>The TDEC Organics Management grant funding will be used to extend the current Food Scraps Pickup Pilot program through then end of FY25. Current funding provided by a private donor will end October 2024. This will allow the program to continue through June 2025</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
The funding from the grant will allow continuation of curbside food scraps collection for all pilot participants while Metro Waste Services analyzes data collected and presents recommendations for long-term implementation in FY26.							
How is Match Determined?							
Fixed Amount of \$		\$0.00	or	50.0%	% of Grant		
Explanation for "Other" means of determining match:		Other: <input type="checkbox"/>					
n/a							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?		\$50,000.00	Fund	30501	Business Unit	65801300	
Is not budgeted?			Proposed Source of Match:				
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:		0.00	Actual number of positions added:		0.00		
Departmental Indirect Cost Rate		20.56%	Indirect Cost of Grant to Metro:		\$30,840.00		
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.	0.00%	Ind. Cost Requested from Grantor:		\$0.00 in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:		Compost Nashville					

Part Two

Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY25	\$0.00	\$100,000.00	\$0.00	\$50,000.00	65801300	\$0.00	\$150,000.00	\$20,560.00	\$0.00
Yr 2	FY							\$0.00		
Yr 3	FY							\$0.00		
Yr 4	FY							\$0.00		
Yr 5	FY							\$0.00		
Total		\$0.00	\$100,000.00	\$0.00	\$50,000.00		\$0.00	\$150,000.00	\$20,560.00	\$0.00
Date Awarded:				Tot. Awarded:		Contract#:				
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

Contact: juanita.paulsen@nashville.gov
vaughn.wilson@nashville.gov





Application Summary

Application Type: Organics Management Grant

Grant Amount:

Contract End Date:

Purpose and Overview

Overview

The goal of the Solid Waste Management Act of 1991 (T.C.A. §68-211-825) is to reduce the amount of solid waste disposed of at Class I disposal facilities by twenty-five percent (25%). The largest percentage of the municipal solid waste stream is organic material; at an estimated 30% of the waste stream. Strategies for reducing organic waste include; source reduction, wasted food recovery and food donation, diversion (which includes feeding animals, anaerobic digestion, and composting), or beneficial end-use. The spirit of this grant is to offer support to the entire spectrum of organics management, meaning this offering is not limited to composting. This grant covers organics management including education, waste food recovery, food donation, and diversion infrastructure. All methods of organics management support the [2015-2025 Solid Waste and Materials Management Plan's Objective 4](#) implementation. Selected projects are those that seek to address the best management of organics generated.

In 2015 TDEC initiated the first ever organics management related grant the state had offered, which specifically targeted composting. The Composting Grant aimed to promote increased composting access across the state through cooperative partnerships among solid waste planning regions, counties, and municipalities. These partnerships define activities that can be undertaken to reduce operation costs, promote recycling, and increase revenues for local governments participating in these cooperative partnerships. As solid waste generation, diversion, and disposal evolve, TDEC makes every effort to adapt its grant opportunities so that assistance can be provided to Tennessee communities, organizations, and businesses to further promote reductions in solid waste generation and disposal.



Application Summary

The 2024-25 Organics Management Grant places emphasis on three priorities:

- Fostering public/private partnerships.
- Counties, municipalities, public institutions, or non-profit organizations providing new or expanded organics management services to their region.
- Pursuing reductions in wasted food and food waste through education, food recovery and donation, feeding animals, industrial uses, anaerobic digestion, composting, or other means deemed likely to significantly reduce, recover, and/or diverting food waste.

TDEC acknowledges that not all local jurisdictions are the same and they may wish to take different approaches toward achieving the state's solid waste reduction and diversion goals. Regions with smaller populations may focus efforts toward achieving qualitative goals rather than quantitative goals of the more populous regions and the state. Qualitative goals include expanding the types of materials collected, providing a service to an underserved area, improving efficiencies, and improving quality of material recovered. Quantitative goals include increased recovery rates, capture rates, participation rates, set out rates, or decreased costs per household served.

A local match of 10%-50% is required based on an economic index that includes factors such as per capita income and property values in the jurisdiction to be served.

Purpose of the Grant

The Organics Management Grant supports the implementation of the [2015-2025 Solid Waste and Materials Management Plan's Objective 4](#) objectives. With this grant, it is TDEC's intent to support efforts towards achieving waste reduction and recycling goals for the state through the proper use of organics management equipment. Successful applications will demonstrate how the proposed project will:

- Increase tonnages of organic materials collected (Objective 1)



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- Increase organics recycling access and/or participation (Objective 2)
- Promote organics material processing and end use in Tennessee (Objective 3)
- Increase diversion of organics (Objective 4)
- Support new organics waste reduction and recycling technologies (Objective 5)
- Improve organics education and outreach (Objective 6)

TDEC Sustainability Statement

The Tennessee Department of Environment and Conservation (TDEC) acknowledges that the products and services we procure have fundamental human health, environmental, and economic impacts, and that purchasing decisions should exemplify our commitment to sustainability and to protecting the environment and the quality of life of Tennesseans. TDEC endeavors to reduce the environmental impacts of its operations and to promote fiscal responsibility and community and environmental stewardship by integrating sustainability considerations in sourcing processes while continuing to observe general state purchasing laws and procurement policies.

Timeline, Eligibility & Funding

Grant Timeline

The anticipated timeline for this grant offering is as follows:

- February 16, 2024: Request for applications announced
- March 22, 2024: Deadline for application submittal
- April 1, 2024: Announce awards and prepare grant contract
- May 1, 2024: Send grant contract for signature
- May 15, 2024: Signed Contract returned to Program
- June 15, 2024: Deliver fully executed grants



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- July 1, 2024: Grant execution date
- June 30, 2025: Final Request for Grant Reimbursements submitted
- June 30, 2029: Contract end date

Deadline to Submit

A complete application shall be submitted in the Grants Management System (GMS) online **on or before** March 22, 2024, by 4:30 p.m. CST. Applications received after this date and time will be automatically declined. Applications submitted via email or physical mail will be declined without review.

A complete application consists of a digital signature of the head of the organization and clear and detailed completion of all application prompts in GMS, including but not limited to the Narrative Questions, Budget Worksheet, verification of having recently completed the Title VI Pre-Audit Survey (NOTE: this is not the Title VI Training Certification), non-debarment verification, and more.

Eligibility

All Tennessee counties, municipalities, and organizations which have been determined to be tax exempt nonprofit recycling organizations who are designated as 501(c)(3) by the Internal Revenue Service may apply for grants under T.C.A. § 68-211-825.

As stated in the overview, priority for the Organics Management Grant will be given to entities that demonstrate a public/private partnership. Priority will be given to counties, municipalities, public institutions, and non-profit organizations that provide new or expanded organics management services to residents.

Government and non-profit applicants may not request equipment that is otherwise available at privately owned facilities which serve the relevant geographical area. If an applicant demonstrates that the equipment is an



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indispensable component of a project and will not compete with privately owned facilities, it may be considered for funding. Equipment that causes the applicant to directly compete with existing private enterprises in the applicant's geographical area (T.C.A. §68-211-825(a)) is not eligible under this grant.

Applicants previously awarded grants from the Solid Waste Management Fund in the last two years that are under contract with open balances or who have failed to meet the obligations of those contracts are ineligible. In addition, projects that require land will need to demonstrate that the necessary land is secured for the project prior to final execution of the grant contract. Projects must be ready to start upon grant contract execution.

Equipment and/or items eligible for funding should fall into three categories; (1) organics waste reduction equipment or items, which may include educational materials, or similar equipment; (2) organics waste recovery and donation equipment or items, which may include bins in food service retail establishments designed to collect unconsumed fruits and vegetables, equipment that may support existing food recovery or donation operations, or similar activities; (3) organics waste diversion equipment or items, which may include equipment necessary for general organics processing, for a composting operations, or similar activities. Any strategy that aids in the increased disposal of materials in Class I disposal facilities is not eligible under the terms of the grant.

Funding

The Department has budgeted \$300,000.00 total for Organics Management Grants. No grant may exceed \$100,000.00. A match of 10%-50% is required as indicated in the Grant Match Requirement Table (See Budget Resource Button in Budget and Attachments).

Grant awards will be made based on the estimates included in the grant application and will not be increased. It is important that applicants research the equipment and services they are seeking to purchase and implement and obtain accurate price information and delivery periods prior to submitting their application. Only items, services, and equipment identified in the application may be funded, so proper planning and research should be



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done by the applicant before submitting application. The State reserves the right to partially fund projects based on the application pool to attain objectives of this grant. If specific services or equipment are fundamental to the project, these should be clearly indicated by the applicant in the application.

Funding Conditions

Upon award, Grantees must participate in a Project Management Conference (PMC), also referred to as a Project Implementation Meeting, or PIM, within 30 days following contract execution. The meeting will be scheduled before the contract execution. The PMC will be hosted virtually by the Department, will cover contract requirements and deadlines, and will provide an opportunity for Grantees to complete the Statement of Understanding and the Grant Contract Budget Acceptance with assistance.

Applicants must be ready to proceed with the project as soon as possible after the grant contract has been fully executed. However, prior to procuring goods or services, grantees shall complete the Title VI Training Certification Form and any other training verification requirements. This should be completed within 30 days following contract execution. Progress reports must be submitted as follows: March 31, September 30, and December 31.

End of fiscal year accrued liability reporting must be submitted by June 30. Inactivity on awarded projects greater than six months shall result in contract termination.

Grantees must comply with all national, state, and local laws and regulations during construction. This includes contracting with an engineering or construction consultant for architectural documents, if applicable. Certain laws and rules may require a general contractor to provide oversight of project work. Applicants must research this need and are responsible for meeting appropriate requirements.

The Department's intent with this grant offer is to promote environmentally preferable purchasing in support of the 2015-2025 Solid Waste and Materials Management Plan Objective 3 to encourage the purchase of



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equipment made with recycled content, when available.

Applicants shall be prepared to proceed with the project as soon as a fully executed grant is received. Local funding for costs in excess of the grant award shall be approved and available upon receipt of a fully executed grant to avoid unnecessary delays.

The local match shall be determined by the Department, using an economic index based upon factors which include, but are not limited to, per capita income and property values of the county applicant (Attachment 2). Reimbursement may not exceed 50% of the approved total eligible project costs.

- Matching funds are required at the time of purchase.
- In-kind contributions will not be considered.

It is important that applicants research materials or programming needed to submit accurate price quotes with their application. Grant awards will be made based on the estimates included in the grant application.

The Department's intent with this grant offer is to promote environmentally preferable purchasing in support of the 2025 Solid Waste and Materials Management Plan, Objective 3, by requiring purchased project materials to be made with recycled content when available and by only producing materials that can be used sustainably. Printed materials must be produced on mediums made from recycled content and must be labeled as such.

Selection Criteria

Selection Criteria

Applications will first be reviewed for completeness. Upon receipt of a complete application, the Technical Narrative Questions will be evaluated and scored by a team of raters (4 or more) comprised of internal and external technical experts. Raters will use the scoring rubric provided in Attachment 3. Weighted scores for each



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question will be assigned by each rater. The minimum score to receive funding is 70 points. Applicants receiving the highest average score will be recommended for funding to the extent that funding is available.

Final consideration may also be given to projects that provide a service to an underserved demographic, have a large population or geographic coverage, or represent a best strategy for waste management based on EPA's Waste Management Hierarchy and/or concepts based on the EPA's Food Recovery Hierarchy.

All applications will be scored based on the following criteria and weightings:

CRITERIA AND WEIGHTINGS

Project Description (40 points)

Program Benefits (25 points)

Project Sustainability (25 points)

Program and Operational Priority (10 points)

Total: 100 Points

Modifiers shall be applied to an application lastly, and are considered as follows:

At-Risk County as found [here](#): +5

Distressed County as found [here](#): +10



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Received Same Grant Type in Past 5 Years: -10

Resources and Contact

For Reference:

[2015-2025 Solid Waste and Materials Management Plan](#)

Frequently Asked Questions

</script> [Download FAQs](#)

The persons provided in the application for contact should be the **only** persons contacted with questions related to the application during its design below shall be the points of contact through the term of the grant contract. They are the only Department staff designated to speak officially on grant and contract related matters.

Tennessee Department of Environment and Conservation

Division of Solid Waste Management
Materials Management Program
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 14th Floor
Nashville, TN 37243

General and Administrative Questions:

Nicole Beers, Grant Analyst
(615) 532-0086
Nicole.Beers@tn.gov



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Amy Katcher, Materials Management Program
Manager| DSWM Communications Manager
423-377-3373
Amy.Katcher@tn.gov

Technical Questions:

Robert Wadley, Technical Consultant
(615) 741-4907
Robert.Wadley@tn.gov

Title VI Compliance



Application Summary

The Title VI Compliance Application is a separate application that is completed by the applicant to provide your organizations Pre-Audit Survey responses. Please note, this is not ONLY the Title VI Training and Certification.

This application will only need to be completed once per year when you wish to receive funds. Also, this application will automatically go back into Draft Status to be resubmitted 9 months after it has been marked complete.

TDEC TITLE VI STATEMENT

The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Please confirm that the Applicant Organization has completed the Title VI Compliance application within the last calendar year.

Yes

Specify completion date of most recent Title VI application.

10/29/2023

General Information



Application Summary

Organization Profile

Organization: Metropolitan Government of Nashville and Davidson County

Type: County Government

Primary Contact: Freddie O'Connell

Address: 100 Metro Courthouse, Nashville, TN 37201

Address Two:

Email: mayor@nashville.gov

Phone: (615) 862-6000

Website:

Application completed by

Name: Jenn Harrman

Personal Address: 1915 Cement Plant Rd, Nashville, TN 37208

Personal Address Two:

Personal Email: jenn.harrman@nashville.gov

Personal Phone: 6158802419

Are you a 501(c)(3) Chartered Organization?

No

FEIN

The Federal Employer Identification Number (FEIN) is also known as a Federal Tax Identification Number and is used to identify a business entity. If your organization does not have one, please obtain one [here](#).

620694743



Application Summary

Please specify which county the project will be primarily located:
Davidson

Title or Position: Zero Waste Program Manager

Phone: 615-880-2419

Email: jenn.harrman@nashville.gov

Mailing City: Nashville

State: TN

ZIP: 37208

Narrative Questions

A. Project Description (40 Points)

1. Does the project compete with private services or duplicate existing public sector services provided within the municipal solid waste planning region?

If other such facilities or programs currently exist in the region, justify your proposed project or program.

No



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Food_Scraps_Pickup_Pilot_Eligibility.png

27.6 KB - 03/06/2024 3:04PM

Total Files: 1



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2. Describe the proposed program or project; provide details and attachments as necessary. In the description, be sure to define the addressed need for the program or project, and if the project has a place within the region's municipal solid waste plan. If other such facilities or programs currently exist in the region, justify your proposed project or program.

Provide details and attachments as necessary.

On October 23, 2023, Nashville launched its first ever Food Scraps Pickup Program as a pilot for 750 households to receive curbside food scraps collection to be diverted from landfill through composting. This pilot was funded for one full year and current funding will end October 2024. In addition to diverting food waste from landfill, this program is helping Metro Nashville Waste Services collect valuable data to inform expansion of a food scraps collection program with the goal to reach all residential households within Waste Services' service area. Funding from this grant would allow that initial one-year program to be expanded past October and continue collection of food scraps for all 750 households through the remainder of the fiscal year. This would prevent the negative impacts of a service disruption while we develop a long-term implementation plan. The extension of this program would also ensure that food scraps that would otherwise end up in landfill are diverted for compost. Based on the data currently collected, that would equate to an average of 6lbs of food scraps per household per week. For the duration of this funding, that has the potential to equal 115 tons of food waste diverted from landfill in FY25. This program also provides access to composting for single-family households that have limited or no other convenient options to divert food waste. Overall, this project is a critical step to expand organics recycling in Davidson County and directly aligns with the Davidson County Solid Waste Region Solid Waste Master Plan that aims to reduce all waste from landfill by 90% by 2050.



Application Summary

Food_Scraps_Pickup_Pilot___Nashville_gov.pdf

83.4 KB - 03/06/2024 3:05PM

ZWMP_Key_Policy_and_Program_Recs.png

101.6 KB - 03/06/2024 8:30AM

Total Files: 2

3. Describe how the program/project will be promoted in the community to support the achievement of the goal specified in question 2.

Include all attachments of examples of promotional materials and projected timeline of implementation or distribution.

The program will be promoted through various channels. This includes general progress and key metrics shared through our monthly e-newsletter, website, and social media. The website will be updated at the one-year mark with key findings and will post about the program on social media starting in July 2024 and share key findings including tons of food waste diverted from landfill. For information on the details of the program and how to effectively participate, we will provide welcome kits for any new participants that will provide when they sign up for service that include a fridge magnet, FAQs, and a one-pager of what you can and cannot compost all inside of a countertop food scraps collection container. Throughout the program we will also look for opportunities to promote the program at events and through earned media. This includes attending farmers markets, street festivals, and other tabling opportunities.

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5_Step_Infographic.pdf

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5_Step_Infographic_SPANISH.pdf

2.5 MB - 03/06/2024 8:31AM

FSP_Magnet.pdf

8.7 MB - 03/06/2024 8:32AM

Leftovers_E-Newsletter_Example.pdf

700.2 KB - 03/06/2024 8:37AM

Shortened_FAQs_ENGLISH.pdf

539.7 KB - 03/06/2024 8:32AM

Total Files: 5

4. Is this request to replace older-existing items or equipment, or is this request adding a new service, facility improvement or piece of equipment? Outline a maintenance plan and/or include the proposed maintenance schedule for materials and/or equipment that are being requested. If this request is for educational or outreach efforts, please provide schedule of proposed educational opportunities, including topics, location, and target audiences.

If this request is for educational or outreach efforts, please provide schedule of proposed educational opportunities, including topics, location, and target audiences.

This request is to continue a new service that would otherwise not be provided while Metro determines next steps for scaled implementation of curbside food scraps collection. The timeline for this project is



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attached. This includes the following outreach opportunities and initiatives:

- Announcement of Program Extension: Using traditional media, social media, website, newsletter, and print materials, Metro Waste Services will promote the extension of the Food Scraps Pickup Program to both program participants as well as the public. This will include information about the program successes such as food waste diverted from landfill as well as information about how the public can get involved in reducing food waste to landfill.

- Booths and tabling events: Throughout the spring and summer months, Metro Waste Services will host a booth at local farmers markets as well as seek out tabling opportunities such as Tomato Art Fest, Earth Day, Food Waste Prevention Week, and others to promote the program and composting efforts. Farmers Markets include Richland Park, Donelson, Creive Hall, East Nashville, 12 South, and potentially others with a minimum of one market attended each month. The target audience is local residents in Davidson County that have access to our drop-off composting sites and/or backyard composting and are Metro Waste Services curbside customers. These are opportunities to introduce residents to composting options available to them, provide free compost bins, and promote the Food Scraps Pickup Pilot program.

- Monthly "Leftovers" E-Newsletter and "Nash Trash News": Sent to over 4,000 subscribers in the Nashville area, these two newsletters are sent out at a minimum on a monthly basis and will include promotion of the program, updates on program successes such as amount of food waste diverted, and tips on how to prevent food waste and get started composting.

- Social Media: Throughout the year, Metro Waste Services will promote the program and share tips on food waste prevention and composting using Facebook, Instagram, Nextdoor, X, and LinkedIn.

[FY25_Timeline_-_Food_Scraps_Pickup_Program.pdf](#)

98.4 KB - 03/08/2024 1:56PM

Total Files: 1

B. Program Benefits (25 Points)

5. What improvements will this project bring to your current program (increased reduction through education, cost benefits, increased collection volume, avoided landfill costs, improved material quality)? What are the estimated benefits (increased collection volume, reduction levels, cost savings, etc.) associated with your project? How will you define, measure and quantify your success toward achieving the project goal?

This project will improve our current program as well as benefit the Nashville community by increasing volume of organics collected for diversion from landfill. Additionally, this project will demonstrate the potential for additional volume collected and potential for cost savings if the project were to be further expanded or scaled. Success will be defined using a baseline of the data we have collected so far and meeting or exceeding those baselines. This includes maintaining or increasing the pounds per household per week collection rate and maintaining or reducing the average contamination rate of the material collected. Additionally, success will be defined by the level of interest and continued participation in the program measured through quantitative data collected on weekly participation and quarterly survey reports. We will also be surveying non-participating households to determine level of interest in expanding the program.

6. Prepare a narrative that describes this project's outcomes and how these outcomes align with the following 2025 Plan Objectives:

- Increased material tonnage (Objective 1)
- Increased recycling access and/or participation (Objective 2)
- Promotion of material processing and end use in Tennessee (Objective 3)
- Increased diversion of organics (Objective 4)
- New waste reduction and recycling technology (Objective 5)
- Improved education and outreach (Objective 6)

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Increased material tonnage (Objective 1)

Approximately 25% of what Nashville sends to landfill is food and yard waste that could be diverted through sustainable organics management. However, organics collection is a mostly untapped area of waste diversion for Nashville, yet it has significant potential to increase landfill diversion. To tap this potential, Nashville needs a demonstrated and data driven plan to implement curbside organics collection on a wider scale. This project accomplishes that goal by bringing continuity of service for a small-scale curbside organics collection pilot while developing a plan based on quantitative and qualitative data gathered. The developed plan will evaluate capacity, costs, and public education needs as well as infrastructure and markets for organics management to recommend implementation strategies that drive investments to support diversion. That makes this project a critical component to meet Objective 1 set out by the State of Tennessee to increase diversion goals from MSW landfills.

Increased recycling access and/or participation (Objective 2)

While this project primarily focuses on organics recycling, it also focuses on increasing participation in waste reduction programs across the board. Outreach events and activities associated with the program, including our monthly e-newsletters and tabling events, are opportunities to both promote the organics recycling program as well as traditional recycling. We cannot talk about our work with organics without also talking about our recycling program and this project in particular aims to reach more diverse communities that are currently under-participating in our programs. This will be accomplished through the following anticipated outcomes:

- 10 in-person outreach events in diverse neighborhoods (estimated reach a minimum of 300 individuals)
- Social media campaign with potential reach of 35,000 followers on multiple platforms
- E-Newsletters to 7,220 subscribers
- Earned media opportunities (Outreach to local radio, TV, and print media)
- Metro Council monthly email (potential to reach Metro Council social media followers and newsletter subscribers)
- Education and outreach messaging translated into multiple languages



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Promotion of material processing and end use in Tennessee (Objective 3)

This project is unique in that the entire product loop is hyper local and we can promote the local management of food scraps for the benefit of middle Tennessee soils. All the material collected is being processed locally and sold or used within middle Tennessee. Additionally, all participants in the curbside collection program receive a free bag of compost and are invited to tour the composting facility. Public awareness of material processing and end use in Tennessee is also increased through earned media opportunities, social media, tabling events, and our monthly e-newsletters associated with this project. (See reach potential in Objective 2 section)

Increased diversion of organics (Objective 4)

The Food Scraps Pickup Program is specifically designed to increase the diversion of organics through curbside food scraps collection for composting. In the funding year, the project is estimated to divert 116 tons of organics from landfill from the program directly. Through this project's increased promotion of organics programs there is added potential to increase collection of food scraps and other organics at Metro Waste Services drop-off composting sites. Additionally, this program is a critical step to scaling curbside food scraps collection to all residents in Metro Waste Services' service area, which has the potential to collect 17K tons of food waste on an annual basis.

New waste reduction and recycling technology (Objective 5)

Using the data collected during this project, Nashville will be developing a long-term plan for sustainable organics management. That includes exploring opportunities for alternative processing methods such as anaerobic digestion. Understanding the potential volume and quality of food scraps collected in a curbside organics program provides the foundation for evaluating feedstock for these alternative solutions. This project will give us 8 months of additional data to support this work.

Improved education and outreach (Objective 6)

As noted under the Objective 2 section, this project will include a significant amount of education and outreach activities that both promotes the project and provides education to Nashvillians about waste reduction, recycling, and composting. This effort will increase public awareness and understanding of waste

reduction programs available and how to participate in those programs. Additionally, our education efforts in the past have focused on recycling right and backyard composting. The education and outreach efforts associated with this project will require development of additional educational resources and content to expand our outreach messaging about sustainable organics management. We will also be creating these outreach materials in multiple languages to further improve our education and outreach efforts.

C. Program Sustainability (25 Points)

7. Describe project's current efforts to ensure long term financial viability such as the use of profit sharing, processing or collection fees, enterprise fund accounting, market agreements, or other considerations to insure its long term sustainability.

As part of the annual Metro budgeting process, funding has been requested to continue the program while we engage a third-party analysis of the program findings and develop of a long term plan for implementation. This is supported by a technical assistance grant provided by the National Resources Defense Council. Metro Waste Services has also been working with a consultant to identify long-term dedicated funding such as the implementation of an enterprise fund for Metro Waste Services as a whole that includes funding for an expansion of curbside food scraps collection. This work is aligned with the Davidson County Solid Waste Master Plan to identify and implement funding mechanisms that do not rely on the city's general fund so that programs like full scale curbside food scrap collection can be implemented with our other services. This work also includes hiring a full time Director for Waste Services which was approved by Metro Council in the third quarter of the current fiscal year by resolution.

Application Summary

8. Provide a copy of any partnership agreements, funding agreements, feedstock specifications or operational requirements that are to be used to maintain the long term sustainability of the project?

Compost_Company_Contract_6523656.pdf

2.7 MB - 03/06/2024 3:40PM

Compost_Nashville_Contract_6523657.pdf

2.8 MB - 03/06/2024 1:36PM

Food_Matters_Memorandum_of_Understanding_Nashville.pdf

366.7 KB - 03/06/2024 3:40PM

Total Files: 3

9. Describe the process for marketing these recovered commodities (sole contracts, spot markets, where they are marketed, etc.). Is there a direct or local end-use market for the finished product of this project? Are the markets local, within the state of Tennessee or outside the State?

The Compost Company processes all of the collected organics into mature finished compost at its Ashland City facility. Compost is marketed and sold to landscape suppliers, landscapers, farmers, contractors, and home gardeners. Compost is sold as a soil amendment or blended with other inputs to create soil blends or engineered soils such as Bioretention Soil for stormwater management installations. The vast majority of compost is used in Middle TN. It is sold both in bulk and in bags at local stores and nurseries. Additionally, each program participant is given one free bag of compost.



Application Summary

10. How will this project's revenue funds be used or reinvested to perpetuate the proposed project into the future? What other funds are planned to be used to support the project and how?

The project's grant revenue funds will be used along with funding from Metro Waste Services' FY25 Education and Outreach budget for curbside food scraps collection costs from the end of October 2024 through June 30, 2025. This funding will perpetuate the project into the future, by ensuring the program is not suspended at the end of October 2024 and continues through the end of fiscal year 25 for all 750 households while Metro Waste Services develops a feasibility plan and recommendations for scaling the program in future funding years. This brings continuity of service and avoids the pitfalls of service interruption that could reduce the public's confidence in Metro's ability to expand organics collection. The project will also utilize a technical assistance grant from NRDC to support the development of the feasibility plan. Our partners at NRDC have the expertise and insight from successfully implemented organics programs from across the country that will inform a successful plan for implementation for Nashville to see this move beyond a small-scale pilot to a full-scale program.

11. Is the local match and additional local share included in the applicable agency budget?

If yes, provide a copy of the budget.

If no, provide an approved resolution for budget expansion.

Yes

Provide a copy of the existing operating budget.



Application Summary

D. Program and Operational Priorities (10 Points)

Provide accompanying agreements or resolutions describing the details of the partnership and specific roles of each participating local government and business.

Compost_Company_Contract_6523656.pdf

2.7 MB - 03/06/2024 3:28PM

Compost_Nashville_Contract_6523657.pdf

2.8 MB - 03/06/2024 3:28PM

Food_Matters_Memorandum_of_Understanding_Nashville.pdf

366.7 KB - 03/06/2024 3:39PM

Total Files: 3

13. Is the project application for a county, municipality, public institution, or non-profit organization to improve the management of organic materials in their jurisdiction?

Yes. This program is for the Metropolitan Government of Nashville and Davidson County to work towards expanding collection of organic materials within Metro's curbside collection service area.



Application Summary

14. Describe how this project will contribute to the long-term reduction of organic materials that would have been destined for disposal but will be redirected to higher uses such as feeding the food insecure, animal feed, anaerobic digestion, or compost operations?

Please upload any Regional maps, including service area, solid waste and recycling collection/processing sites, composting sites, project location, etc.

As a pilot program, this project gathers the necessary data to inform the future implementation of a service area wide curbside organics collection program such as the quantity of material collected per household, the quality of the material collected free of contamination, and the understanding an interest in a curbside organics collection program. These and other Nashville specific data points will allow recommendations to be developed and presented to Metro leadership for future implementation. Additionally, this project will allow the program to continue collecting data and continue diverting organics materials for composting while these recommendations are developed. Without this project, all 750 households will no longer have access to curbside collection service for organics through Metro Nashville. This project provides continuity of service to build on the success realized in fiscal year 24 and prevents backsliding to disposal of these organics into the landfill.

Supporting Documentation

Budget and Attachments

Applicants selected for grant funds, must follow all terms and conditions within the grant contract. Awardees will be expected to submit or maintain for inspection during normal hours operational data relative to daily operations to include but not limited to weights, feed stocks utilized, temperatures, residual disposal or diversion, marketing, and project maintenance logs.



Application Summary

If non-profits that support or benefit State agencies seek to apply (Friends of State Parks for example) all necessary State approvals, transfer of ownership documents, storage approvals, inventory control, and etc. must be included in the grant application for consideration. Friends groups should contact the TDEC State Park Central Offices for details on documents required for equipment and facility transfers.

Prior to any funds being released a grant project management conference must be conducted with Division Program staff and the grantee, to review the terms and conditions of the grant contract including bid process and reimbursement.

The Grantee shall submit details, project plans and specification on all proposed new sites and their activities within 60 days of receiving the executed contract for approval by Division Program staff. Proof of application for all permits may be required in some situations. Local funding for costs in excess of the grant award shall be approved and available upon receipt of a fully executed grant to avoid unnecessary delays. All projects must be ready to begin upon receipt of an executed contract.

The local match shall be determined by the Department, using an economic index based upon the Four Tiers of an Integrated Solid Waste Management System, found in Table VI-1 of the 2025 Plan (pages 144-149). The Organics Management Grant Match Requirement Table in Attachment 4 of this manual provides information designating into which tier each county falls. You can view the [2025 Plan](#) for your reference.

If funded, private for-profit applicant projects will have a 50% financial match regardless of county of operation. For-profit applicants if funded will have to meet all requirements contained in the cost-reimbursement grant contract.

Reimbursement may not exceed 50% of the approved total eligible project costs.

- Matching funds are required at the time of grant reimbursement.



Application Summary

- In-kind or force account contributions will be considered if identified and detailed in advance but not exceeding 25% of the total project costs or more than 50% of the grantee's required match portion for government and non-profit agencies.
- Government and non-profit applicants wishing to utilize in-kind contributions will need to fill out an Individual Accountability Report and submit it with the rest of their application materials.

A sample scope of services detailing expectations is included in Attachment 6 for review prior to submitting application. Minor changes may be made based on contract review and applicability to projects.

It is important that applicants research the equipment needed to submit accurate price quotes and delivery periods with their application. Grant awards will be made based on the estimates included in the grant application, not to exceed \$749,000.

The Department's intent with this grant offer is to also promote environmentally preferable purchasing in support of the [2025 Solid Waste and Materials Management Plan Objective 3](#) by requiring equipment purchased by this grant offer to be made with recycled content, when available.

Budget Resource

Budget Resource Acknowledgement

I have downloaded and read the Budget Resource to assist in completing the budget worksheet.

Budget Worksheet

Policy 03 Object Line-item reference	Expense Object Line-item Category (1)	Grant Contract	Grantee Match	Total Project
Enter Match % Requirement:	50%			



Application Summary

1.2	Salaries, Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant and Award (2)	\$100,000.00	\$50,000.00	\$150,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage and Shipping, Occupancy, Equipment, Rental and Maintenance, Printing and Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences and Meetings	\$0.00	\$0.00	\$0.00
13	Interest (2)	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation (2)	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel (2)	\$0.00	\$0.00	\$0.00
20	Capital Purchase (2)	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	Grant Total	\$100,000.00	\$50,000.00	\$150,000.00

Budget Line Item Details
Budget Line Item Detail



Application Summary

Professional Fee, Grant and Award	Amount
Contract Hauling of Food Scraps to a Certified Composting Facility	\$150,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
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	\$0.00
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	\$0.00



Application Summary

\$150,000.00

Interest	Amount
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
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	\$0.00
	\$0.00

\$0.00

Depreciation	Amount
	\$0.00
	\$0.00



Application Summary

	\$0.00
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	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
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\$0.00	

Other Non-Personnel	Amount
	\$0.00
	\$0.00
	\$0.00
	\$0.00
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	\$0.00



Application Summary

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Capital Purchase	Amount
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	\$0.00
	\$0.00
	\$0.00
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Application Summary

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Salaries, Benefits and Taxes	Amount
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Application Summary

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Travel, Conferences	Amount
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Indirect Costs	Amount



Application Summary

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\$0.00	
In Kind Expenses	Amount
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	\$0.00
	\$0.00
	\$0.00



Application Summary

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Supplies	Amount
	\$0.00
	\$0.00
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Application Summary

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\$0.00	

Additional comments regarding the budget:

Manufacturer's Specifications of equipment requested

Upload your Manufacturer's Specifications of equipment requested

Compost_Nashville_Contract_6523657.pdf
2.8 MB - 03/08/2024 1:51PM

Manufacturers_Specs.pdf
44 KB - 03/08/2024 1:50PM

Total Files: 2



Application Summary

Application form signed by authorized representative

Upload your Application form signed by authorized representative

Certification

I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tennessee Code Annotated Section 39-16-702(a)(4), this declaration is made under penalty of perjury.

Authorized Signatory



Application Summary

If the Awarded Local Government will be allowing individuals other than the principal executive officer or ranking elected official (i.e. mayor or utility director) to sign off on contract related items, the below information must be provided for each individual. An Authorization Letter from the principal executive officer or ranking elected official specifying individual(s) listed in the grant proposal have the authority to sign in place of the principal executive officer or ranking elected official must be uploaded below.

Printed Name	Title	Phone	Date Signed	Email	Name of Person Granting Authorization to Certify
Sharon Smith	Special Projects Manager	615-862-8715	03/06/2024	sharon.smith@nas-hville.gov	Mayor Freddie O'Connell

If you have signatory authority from the principal executive officer or ranking elected official, please fill out the information fields above and upload proof of signatory authority on grant applicant letterhead or another form of official executed documentation.

TDEC_Grants_2024_Mayor_Signed.pdf

45 KB - 03/08/2024 11:05AM

Total Files: 1

Self Debarment Verification



Application Summary

Please verify that your organization is not on the federal debarment list.

The Awarded Organization is required to check the debarment status of their organization by using the SAMS website prior to making a recommendation of award, purchasing of goods, or securing of services to meet grant requirements and to insure any and/or all funds associated with the grant project will be eligible for reimbursement. Grant reimbursements will not be processed if the debarment status verification have not been completed.

NOTE: If active exclusions and/or delinquent federal debt are shown, the organization cannot receive a grant contract or grant funds. If no active exclusion and no delinquent federal debt are shown, the awarded organization may receive grant funds as long as all other grant policies and procedures are followed.

Search for your organization to confirm that you are not on the Debarment List by going to [System for Award Management \(SAM\)](#)

Click "SEARCH RECORDS" tab.

In the search bars type in the Entity name or using an exclusion search term, Duns & Bradstreet number (DUNS) and/or the Entity Commercial and Government Entity (CAGE) code. You can only use one search bar at a time to search for records. Individuals are not assigned a DUNS number or CAGE code. When checking for a debarred individual, conduct the search by typing the name in the top bar.

Click "SEARCH" to retrieve a list of results. Entities with "Exclusion" listed in purple are currently debarred, while those labeled "Entity" in green do not have exclusions. In the right upper corner of the webpage, use the "Save PDF" option and upload a summary of search results.



Application Summary

Upload Debarment Status Verification

Even if there are no search results, you still must upload a pdf showing your search results.

SAM_gov__Search.pdf

318.3 KB - 03/06/2024 4:04PM

Total Files: 1

What name was searched?

Nashville & Davidson

Please complete the below certification information

I certify to the best of my knowledge and belief that the data above is correct and I have searched my organization in the SAM system.

Name of person who searched the SAM system

Jenn Harrman

Date

03/06/2024

Please download the summary, provide an authorization signature on the final page of the summary preceding images and upload in the appropriate location below.

Upload Files



Application Summary

General Correspondence

Internal Use Only

Signature

Date

FREDDIE O'CONNELL
MAYOR



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DEPARTMENT OF WATER AND SEWERAGE SERVICES

Metro Nashville Waste Services

1915 Cement Plant Rd

Nashville, TN 37208

March 6, 2024

David Salyers, Commissioner
Tennessee Department of Environment and Conservation
William R. Snodgrass TN Towner
312 Rosa L. Parks Ave., 14th Floor
Nashville, TN 37243

RE: TDEC Organics Management and Education and Outreach Grants

Commissioner Salyers,

This letter is to inform you that Sharon Smith, Special Projects Manager with Metro Water Services Waste Services Division, has approval to sign the TDEC Organics Management Grant and TDEC Outreach and Education Grant applications and other documents related to both grant applications.

Sincerely,

A handwritten signature in blue ink, appearing to read "Freddie O'Connell".

Freddie O'Connell
Mayor



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



Important Reps and Certs Update [Show Details](#)
Mar 1, 2024



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Mar 5, 2024



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☐ Any Words 

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☐ Exact Phrase 

e.g. 1606N020Q02

"Nashville & Davidson County"



Federal Organizations

Enter Code or Name

Status

☒ Active

☐ Inactive

Reset

Showing 1 - 7 of 7 results			Sort by
			Date Modified/Updated
ELECTRIC POWER BOARD OF METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY Active Registration			Entity
Unique Entity ID N72YKLZDJE98	CAGE Code 5KP70	Physical Address 1214 CHURCH ST, NASHVILLE, TN 37246 USA	Expiration Date Jan 9, 2025 Purpose of Registration All Awards
HAWKINS COUNTY EMERGENCY MEDICAL SERVICES, INC. Active Registration			Entity
Unique Entity ID NGM5XVAMCP43	CAGE Code 80QU2	Physical Address 955 E MCKINNEY AVE, ROGERSVILLE, TN 37857 USA	Expiration Date Jan 3, 2025 Purpose of Registration All Awards
NASHVILLE & DAVIDSON COUNTY, METROPOLITAN GOVERNMENT OF Active Registration			Entity
Unique Entity ID LGZLHP6ZHM55	CAGE Code 3QKW8	Physical Address 1 PUBLIC SQ, NASHVILLE, TN 37201 USA	Expiration Date Jan 2, 2025 Purpose of Registration All Awards
Service Contract Act WD #: 1977-0193			SCA Wage Determination
Non-Standard Service Description(s)			
Mail Hauling Services - This WD may be used for mail hauling contracts for the U.S. Postal Service only.			Revision Number 100
Location Description This wage determination applies to the Southern States including all portions of the following states not listed below: Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee and Texas. GA: Atlanta Area: Counties of Clayton, Cobb, DeKalb, Fulton, and Gwinnett LA: New Orleans Area: Parishes of Jefferson, Orleans, St. Bernard, and St. TammanyTN: Memphis Area: Arkansas: Crittenden County Tennessee: Shelby County TN: Nashville Area: Counties of Davidson, Summer and Wilson			Service(s) Mail Hauling Services Published Date Dec 25, 2023

TX: Dallas - Fort Worth Area: Collin, Dallas, Dentson, Ellis, Johnson, Kaufman, Rockwell, and Tarrant TX: Houston Area: Counties of Brazoria, Ford Bend, Harris, Liberty and Montgomery

THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY Active Registration

Unique Entity ID
R52MDJT34MU5

CAGE Code
6L7Q7

Physical Address
201 REP JOHN
LEWIS WAY S,
NASHVILLE, TN
37203 USA

Entity

Expiration Date
Aug 29, 2024

Purpose of Registration
All Awards

NAMI DAVIDSON COUNTY INC ID Assigned

Unique Entity ID
HGNRE7JJA8W1

Physical Address
392 HARDING PLACE SUITE
203, Nashville, TN 37211
USA

Entity

Assigned Date

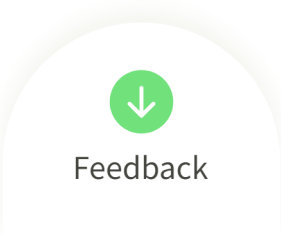
DAVIDSON COUNTY SOIL AND WATER CONSERVATION DISTRICT ID Assigned

Unique Entity ID
EAWWHD5P3LZ5

Physical Address
1607 COUNTY HOSPITAL RD
A, NASHVILLE, TN 37218
USA

Entity

Assigned Date
Sep 29, 2023



Our Website

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- System Alerts
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- Privacy Policy
- Disclaimers
- Freedom of Information Act

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Contract Information

Contract & Solicitation Title: Food Waste Collection

Contract Summary: provide food waste collection services at Metro buildings and facilities.

Contract Number: 6523657 Solicitation Number: 232248 Requisition Number: 4055599

Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): 411748

Type of Contract/PO: IDIQ Contract **Requires Council Legislation:** No

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

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

Estimated Start Date: 8/26/2022 Estimated Expiration Date: 8/25/2027 Contract Term: 60 months

Estimated Contract Life Value: 350,000.00 Fund:* 30501 BU:* 65861110

(*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: Marissa Conklin BAO Staff: Christopher Wood

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

Prime Contractor Information

Prime Contracting Firm: Compost Nashville ISN#: 22616

Address: PO Box 60912 City: Nashville State: TN Zip: 37206

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

Prime Company Contact: Matthew Beadlecomb Email Address: beadle@compostnashville.org Phone #: 205-613-0070

Prime Contractor Signatory: Matthew Beadlecomb Email Address: beadle@compostnashville.org

Business Participation for Entire Contract

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

Amount: 0 Percent, if applicable: 0

Equal Business Opportunity (EBO) Program: Program Not Applicable

MBE Amount: 0 MBE Percent, if applicable: 0

WBE Amount: 0 WBE Percent, if applicable: 0

Federal Disadvantaged Business Enterprise: No

Amount: 0 Percent, if applicable: 0

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No

Summary of Offer

Offeror Name	MBE	WBE	SBE	SDV	LGBTBE	Score	Evaluated Cost (RFP Only)	Result
	(check as applicable)							
<u>Compost Company</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>93</u>	<u>135,908.43</u>	<u>Awarded</u>
<u>Compost Nashville</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>71.77</u>	<u>274,969.06</u>	<u>Awarded</u>
<u></u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u></u>	<u></u>	<u>Select from the Following:</u>

Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County (METRO)** and **Compost Nashville (CONTRACTOR) PO Box 60912, Nashville, TN 37206**. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
 - *Exhibit A - [Pricing Information]*
- *The solicitation documentation for RFQ# 232248 and affidavit(s) (all made a part of this contract by reference),*
- *Purchase Orders (and PO Changes),*
- *CONTRACTOR's response to the solicitation,*

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

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

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide food waste collection services at Metro buildings and facilities.

2.2. Delivery and/or Installation.

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

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

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

3. CONTRACT TERM

Contract Purchase Agreement 6523657

3.1. Contract Term

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of \$350,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

4.2. Other Fees

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

4.3. Payment Methodology

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

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

4.4. Escalation/De-escalation

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

4.5. Electronic Payment

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

4.6. Invoicing Requirements

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

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

4.7. Subcontractor/Subconsultant Payments

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

5. TERMINATION

5.1. Breach

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

5.2. Lack of Funding

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

5.3. Notice

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

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

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

6.2. Nondiscrimination Requirement

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

6.3. Equal Business Opportunity (EBO) Program Requirement

This program is not applicable to 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

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

7.2. Products Liability Insurance

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

7.3. Automobile Liability Insurance

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

7.4. General Liability Insurance

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

7.5. Worker's Compensation Insurance (if applicable)

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

7.6. Such insurance shall:

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

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

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

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

7.7. Other Insurance Requirements

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

PROCUREMENTCOI@NASHVILLE.GOV (preferred method)

OR

DEPARTMENT OF FINANCE

PROCUREMENT DIVISION

730 2ND AVE SOUTH, STE 101

P.O. BOX 196300

NASHVILLE, TN 37219-6300

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

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

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

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

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

Contract Purchase Agreement 6523657

CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

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

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

8. GENERAL TERMS AND CONDITONS

8.1. Taxes

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

8.2. Warranty

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

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice.

Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

8.3. Software License

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

8.4. Confidentiality

Tennessee Code Annotated § 10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential.

"Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

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

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

Upon the request of METRO, CONTRACTOR shall return all information in whatever form in a format chosen by METRO. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

8.5. Information Ownership

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

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

8.6. Information Security Breach Notification

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

8.7. Virus Representation and Warranty

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

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

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

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

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

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

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

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

- The use of the products or services in combination with apparatus or devices not supplied or else approved

by CONTRACTOR;

- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

8.9. Maintenance of Records

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

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

8.10. Monitoring

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

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

8.11. METRO Property

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all goods, records, reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, conceptual drawings, design documents, closeout

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documents, and other submittals by CONTRACTOR of any of its subcontractors; and, all other original works of authorship, whether created by METRO, CONTRACTOR or any of its subcontractors embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to Metro. Contractor and its subcontractors grant Metro a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license, with rights to sublicense through multiple levels of sublicenses, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

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

8.12. Modification of Contract

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

8.13. Partnership/Joint Venture

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

8.14. Waiver

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

8.15. Employment

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is

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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. Israel Anti-Boycott Act

In accordance with Tennessee Code Annotated Title 12, Chapter 4, Part 1 CONTRACTOR certifies that CONTRACTOR is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel.

8.19. 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.

8.20. Ethical Standards

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

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

8.21. Indemnification and Hold Harmless

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

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

8.22. Attorney Fees

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

8.23. Assignment--Consent Required

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

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

PRG@NASHVILLE.GOV (preferred method)

OR

METRO PURCHASING AGENT

DEPARTMENT OF FINANCE

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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.

8.24. Entire Contract

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

8.25. Force Majeure

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

8.26. 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.

8.27. Venue

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

8.28. 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: **Compost Nashville**

Attention: **Beadle Beadlecomb**

Address: **PO Box 60912 Nashville, TN 37206**

Telephone: **206-613-0070**

Fax:

E-mail: **beadle@compostnashville.org**

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

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

Designated Agent: **Compost Nashville**

Attention: **Beadle Beadlecomb**

Address: **PO Box 60912 Nashville, TN 37206**

Email: **beadle@compostnashville.org**

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Notices & Designations
Department & Project Manager

Contract Number	6523657
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The primary DEPARTMENT/AGENCY responsible for the administration of this contract is:

DEPARTMENT	Metro Water Services, Waste Services Division
Attention	Sharon Smith
Address	1915 Cement Plant Rd, Nashville 37208
Telephone	615-862-8715
Email	sharon.smith@nashville.gov

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

Project Manager	Jenn Harrman
Title	Administrative Services Manager
Address	1915 Cement Plant Rd, Nashville 37208
Telephone	615-880-2419
Email	jenn.harrman@nashville.gov

Appendix Z – Contract Administration

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

Vendor Performance Management Plan

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

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

Amendment

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

Escalation

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

Contract Close Out – Purchasing

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

Contract Close Out – BAO

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

Best Practices

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

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

Contract Number 6523657**Effective Date**

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

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY****APPROVED AS TO PROJECT SCOPE:**

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

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

Michelle R. Hernandez Lane RL
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery/TJE RW
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Tara Ladd BL
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Austin Kyle 8/30/2022
Metropolitan Clerk Date

CONTRACTOR:Compost Nashville LLC

Company Name

Matthew Beadlecomb

Signature of Company's Contracting Officer

Matthew Beadlecomb

Officer's Name

Co-Founder

Officer's Title

7:45 AM PDT

Exhibit A to Contract 6523657

Collection Type	Container Size	Cost/Container	% Discount for 2 or
Indoor Container Service - Contractor will need to walk into building to empty cart.	13 Gallon	\$ 53.00	33%
	64 Gallon	\$ 40.50	33%
Loading Dock or Behind Building - Driver may be required to walk a short distance to retrieve the container.	13 Gallon	\$ 35.00	33%
	64 Gallon	\$ 40.50	33%
Convenience Centers and other Drop-off Locations	64 Gallon	\$ 40.50	33%
	2 CY	\$ 108.00	N/A
	3 CY	\$ 148.50	N/A
	4 CY	\$ 189.00	N/A
	8 CY	\$ 351.00	N/A
Lost or Stolen Carts	13 Gallon	\$ -	
	64 Gallon	\$ -	
Non- Traditional Sized Containers (if applicable)		\$ -	
		\$ -	

**** If applicable, please provide percent discount if location has multiple containers in Cell E.**

*Based on Once/Week Collection and must include the cost to replace the compostable liner in container, and to repair or replace damaged carts or dumpsters.

Residential Curbside Collection (will not be evaluated- informational only)	Container Size	Cost/Container	
250 Residential Curbside Collection	4 Gallons	\$ 9.00	
	13 Gallon	\$ 12.00	
	64 Gallon	\$ 30.00	
500 Residential Curbside Collection	4 Gallon	\$ 7.00	
	13 Gallon	\$ 11.00	
	64 Gallon	\$ 27.00	
1000 Residential Curbside Collection	4 Gallon	\$ 6.00	
	13 Gallon	\$ 10.00	
	64 Gallon	\$ 24.00	

Maximum Percentage of Escalation	3%
Index used when submitting an Escalation/De-Escalation Request	CPI
Special Events for Metro	Ranging from \$150-\$350 depending on size of event



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
07/01/2022

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

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

PRODUCER International Insurance Brokerage, LLC 504 Autumn Springs Court Suite A-9 Franklin, TN 37067	CONTACT NAME: Melissa Jones-Brown PHONE (A/C No, Ext): (615) 778-7667 FAX (A/C, No): (615) 778-9615 E-MAIL ADDRESS: melissa@iibllc.net														
INSURED Compost Nashville, LLC PO BOX 60912 Nashville, TN 37206	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Auto-Owners Insurance Co</td> <td>18988</td> </tr> <tr> <td>INSURER B: Owners Insurance Company</td> <td>32700</td> </tr> <tr> <td>INSURER C: National Liability & Fire Insurance Company</td> <td>A0164</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Auto-Owners Insurance Co	18988	INSURER B: Owners Insurance Company	32700	INSURER C: National Liability & Fire Insurance Company	A0164	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Auto-Owners Insurance Co	18988														
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INSURER C: National Liability & Fire Insurance Company	A0164														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		03866524	05/05/2022	05/05/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		5031409600	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5031409601	05/05/2022	05/05/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	A9WC248605	09/26/2021	09/26/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement and automobile liability additional insured endorsement. RFQ # 232248.

CERTIFICATE HOLDER
CANCELLATION

Purchasing Agent, Metropolitan Government of Nashville and Davidson County.

 Metro Courthouse
730 2nd Avenue South, Ste. 101

Nashville, TN 37201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Under **SECTION II - WHO IS AN INSURED** is amended. The following provision is added. A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

- B. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added. The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.

1. The following condition is added to **4. Other Insurance**.
This insurance is primary for the Additional Insured, but only with respect to liability caused,

in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following condition is added.
Other Additional Insured Coverage Issued By Us

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

58583 (1-15)

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Page 1 of 1

Metropolitan Government of Nashville and Davidson County

Subcontractor Report (List all proposed subcontractors, subconsultants, or suppliers regardless of their ownership status. SBE/SDV Primes should not enter their participation on this form, rather should enter it in the attributes section of the lines tab of their response.)

Note: MBE = Minority-owned business, WBE = Woman-owned business, SBE = Small business, SDV = Service Disabled Veteran-owned business, DBE = Federal Disadvantaged businesses.

Your Firm's Name:	Compost Nashville LLC
Solicitation Title:	Food Waste Collection
Solicitation Number:	232248,1
Date:	05/20/22

[illegible]

Select

Yes

No



Notice of Intent to Award

Solicitation Number	232248	Award Date	6/30/2022 7:38 PM CDT
Solicitation Title	Food Waste Collection		
Buyer Name	Marissa Conklin	Buyer Email	Marissa.conklin@nashville.gov
BAO Rep	Christopher Wood	BAO Email	Christopher.wood@nashville.gov

Awarded Supplier(s)

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

Company Name	Compost Company	Company Contact	Clay Ezell
Street Address	509 Third Avenue South		
City	Nashville	State	TN
		Zipcode	37210

Company Name	Compost Nashville	Company Contact	Matthew Beadlecomb
Street Address	PO Box 60912		
City	Nashville	State	TN
		Zipcode	37206

Company Name		Company Contact	
Street Address			
City		State	
		Zipcode	

Certificate of Insurance

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

Equal Business Opportunity Program

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

☐ Yes, the EBO Program is applicable.

☒ No, the EBO Program is not applicable.

Monthly Reporting

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

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

☐ Yes, monthly reporting is applicable.

☒ No, monthly reporting is not applicable.

Public Information and Records Retention

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

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

Right to Protest

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

 Supervisor (Initial)

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

Solicitation Title & Number		RFP Cost Points
RFQ 232248; Food Waste Collection		40
Offeror's Name		Total Bid Amount
Compost Company		\$135,908.43
Compost Nashville		\$274,969.06

RFQ 232248 Food Waste Collection		
Evaluation Committtee Scoring Sheet		
Offeror	Compost Company	Compost Nashville
Contract Acceptance (Yes/No)	Yes	Yes
Cost (40)	40.00	19.77
Collection Containers and Service (40)	35.00	35.00
Education (20)	18.00	17.00
Total Evaluation Scores	93.00	71.77

Evaluation Comments

Compost Company

Strengths

In Collection Containers and Service section, discussed how they would dispose of rinse water in an enviromental way. Mentioned operating hours from 6am - 6pm. Discussed larger dumpsters and how they would be cleaned. In Education section, shared pictures on educational materials and the materials would be bilingual. Workshops for Metro employees included dates and very detailed.

Weaknesses

In Collection Containers and Service section, shared copy of tracking sheet but paper logging only. Did not include details of lost or missing containers. In Education section, vendor only listed a flyer that could be handed out for educational materials, needed more details/examples.

Compost Nashville
Strengths

In Collection Containers and Service section, the tracking mentioned was live, up to date information and user-friendly. Proposal was very organized. Discussed about no landfill, where organic materials would go. Listed out containers including type and brand and size, very detailed. In Education section, listed out all graphics for educational materials and that Metro could customize. Vendor stated what fabrics could be collected and not just food waste for possibly residential collection.

Weaknesses

In Collection Containers and Service section, discussed only carts not dumpsters. Contamination and how it would be handled and requirements for Metro were not fully detailed. In Education section, workshops for employees was not detailed. Graphics for materials was not direct - why/what do we place in the containers.

Certificate Of Completion

Envelope Id: 726B847AD58F4E6CA0B6FBC8509AE0BE

Status: Completed

Subject: Intent to Award - RFQ # 232248 for Food Waste Collection

Source Envelope:

Document Pages: 4

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 1

Marissa Conklin

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelope Stamping: Enabled

Nashville, TN 37219

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

marissa.conklin@nashville.gov

IP Address: 170.190.198.190

Record Tracking

Status: Original

Holder: Marissa Conklin

Location: DocuSign

6/29/2022 1:52:32 PM

marissa.conklin@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and
Davidson County

Location: DocuSign

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

Gary Clay

gary.clay@nashville.gov

Asst. Purchasing Agent

Security Level: Email, Account Authentication
(None)

Sent: 6/29/2022 1:54:26 PM

Viewed: 6/30/2022 9:49:55 AM

Signed: 6/30/2022 9:51:05 AM

Signature Adoption: Uploaded Signature Image

Signed by link sent to gary.clay@nashville.gov

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Michelle A. Hernandez Lane

michelle.lane@nashville.gov

Chief Procurement Officer/Purchasing Agent

Metro

Security Level: Email, Account Authentication
(None)

Sent: 6/30/2022 9:51:06 AM

Viewed: 6/30/2022 7:37:36 PM

Signed: 6/30/2022 7:38:07 PM

Signature Adoption: Pre-selected Style

Signed by link sent to michelle.lane@nashville.gov

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/29/2022 1:54:26 PM
Certified Delivered	Security Checked	6/30/2022 7:37:36 PM
Signing Complete	Security Checked	6/30/2022 7:38:07 PM
Completed	Security Checked	6/30/2022 7:38:07 PM
Payment Events	Status	Timestamps

Certificate Of Completion

Envelope Id: 677C7D2DA7F64FBF918FB15E7E4298A2	Status: Completed
Subject: Metro Contract 6523657 with Compost Nashville (Water Services)	
Source Envelope:	
Document Pages: 33	Signatures: 6
Certificate Pages: 17	Initials: 4
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: 170.190.198.185

Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
8/25/2022 10:50:58 AM	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: 8/25/2022 11:05:00 AM
Gary.Clay@nashville.gov		Viewed: 8/25/2022 11:45:21 AM
Asst. Purchasing Agent		Signed: 8/25/2022 11:45:33 AM
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: 8/25/2022 11:45:38 AM
Amanda.Deaton-Moyer@nashville.gov		Viewed: 8/25/2022 12:14:36 PM
Security Level: Email, Account Authentication (None)		Signed: 8/25/2022 12:16:25 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.192	

Electronic Record and Signature Disclosure:

Accepted: 8/25/2022 12:14:36 PM		
ID: 53221353-09dc-4faa-913e-d952c8ee0c90		
Rose Wood		Sent: 8/25/2022 12:16:29 PM
Rose.Wood@nashville.gov		Viewed: 8/26/2022 8:18:22 AM
Finance Admin		Signed: 8/26/2022 8:20:43 AM
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		
Matthew Beadlecomb		Sent: 8/26/2022 8:20:48 AM
beadle@compostnashville.org		Viewed: 8/27/2022 3:30:38 PM
Co-Founder		Signed: 8/29/2022 10:02:41 AM
Compost Nashville LLC		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 107.200.211.169	

Electronic Record and Signature Disclosure:

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

Accepted: 8/27/2022 3:30:38 PM
ID: 7d153ff9-3ba2-465d-be55-312c4da77c9c

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

Michelle A. Hernandez Lane

Signature Adoption: Pre-selected Style
Using IP Address: 104.176.252.12
Signed using mobile

Sent: 8/29/2022 10:02:45 AM
Viewed: 8/30/2022 8:40:48 AM
Signed: 8/30/2022 8:41:47 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Scott Potter
scott.potter@nashville.gov
Security Level: Email, Account Authentication
(None)

Scott Potter

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.190

Sent: 8/30/2022 8:41:52 AM
Viewed: 8/30/2022 8:55:55 AM
Signed: 8/30/2022 8:56:04 AM

Electronic Record and Signature Disclosure:
Accepted: 8/30/2022 8:55:55 AM
ID: 4604498d-d4f3-4bb2-8267-b4b6475699ef

Kelly Flannery/TJE
Tom.Eddlemon@nashville.gov
Director of Finance
Security Level: Email, Account Authentication
(None)

Kelly Flannery/TJE

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

Sent: 8/30/2022 8:56:08 AM
Viewed: 8/30/2022 8:57:23 AM
Signed: 8/30/2022 8:59:37 AM

Electronic Record and Signature Disclosure:
Accepted: 8/30/2022 8:57:23 AM
ID: 6e0c8c15-2c1e-4c5a-9098-a2ea91649de9

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

Completed

Using IP Address: 170.190.198.100

Sent: 8/30/2022 8:59:41 AM
Viewed: 8/30/2022 9:08:58 AM
Signed: 8/30/2022 9:19:44 AM

Electronic Record and Signature Disclosure:
Accepted: 8/30/2022 9:08:58 AM
ID: c41d0130-535a-4782-b0f4-7b1de489df77

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

BC

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.144

Sent: 8/30/2022 9:19:50 AM
Viewed: 8/30/2022 9:31:36 AM
Signed: 8/30/2022 9:32:23 AM

Electronic Record and Signature Disclosure:
Accepted: 8/30/2022 9:31:36 AM
ID: 587391c8-262b-4ebf-970d-9e43521912e0

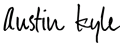
Tara Ladd
tara.ladd@nashville.gov
Assistant Metropolitan Attorney
Security Level: Email, Account Authentication
(None)

Tara Ladd

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

Sent: 8/30/2022 9:32:30 AM
Viewed: 8/30/2022 9:33:23 AM
Signed: 8/30/2022 9:33:58 AM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 8/30/2022 9:33:23 AM ID: ff896f2e-9ae2-4e2d-9f3a-428a8199a9c6		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 8/30/2022 9:34:02 AM Viewed: 8/30/2022 9:44:27 AM Signed: 8/30/2022 9:45:01 AM

Electronic Record and Signature Disclosure:
Accepted: 8/30/2022 9:44:27 AM
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	<div>VIEWED</div> Using IP Address: 170.190.198.100	Sent: 8/30/2022 9:19:48 AM Viewed: 8/30/2022 9:20:21 AM Completed: 8/30/2022 9:45:10 AM

Electronic Record and Signature Disclosure:
Accepted: 8/30/2022 9:20:21 AM
ID: 6b322b4e-0716-428a-abeb-565fc75885c6

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Marissa Conklin Marissa.Conklin@nashville.gov Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 8/25/2022 11:45:37 AM Viewed: 8/25/2022 12:11:54 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Christopher Wood Christopher.Wood@nashville.gov Director, BAO Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 8/30/2022 9:45:04 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jennifer Harman Jenn.Harrman@nashville.gov Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 8/30/2022 9:45:05 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 8/30/2022 9:45:06 AM
Electronic Record and Signature Disclosure:		

1. **ACCEPTANCE OF TERMS AND CONDITIONS** These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. **MODIFICATION OF TERMS AND CONDITIONS** We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. **DEFINITIONS** "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11.

DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. **TERM AND TERMINATION** The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. **SUBSCRIBER WARRANTIES** You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. **DOCUSIGN WARRANTIES** DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to E-SIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the E-SIGN Act to support the validity of such formation, to the extent provided in the E-SIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

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This project is not requesting the purchase of equipment. I have attached the Compost Nashville contract which has the specifications of the service for the project.

APPLICATION FOR TDEC ORGANICS MANAGEMENT GRANTS PROGRAM

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

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	3/12/2024
<div>894E7D0AF69B458</div> Scott Potter, Director	Date
Department of Water and Sewerage Services	

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Subject: Complete with DocuSign: Water-TDEC Organics Management 24-25 App Ready.pdf

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Juanita Paulson

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Envelope Stamping: Enabled

Nashville, TN 37219

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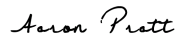
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Aaron Pratt



Sent: 3/27/2024 1:47:25 PM

Aaron.Pratt@nashville.gov

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Security Level: Email, Account Authentication
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Scott Potter



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scott.potter@nashville.gov

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Director

Signed: 3/28/2024 6:42:46 AM

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Kevin Crumbo/mjw



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MaryJo.Wiggins@nashville.gov


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Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 3/29/2024 11:49:49 AM ID: 108bd858-f0d2-4226-9f55-e67e9f020410		
Tara Ladd tara.ladd@nashville.gov Assistant Metropolitan Attorney Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 3/29/2024 11:50:20 AM Viewed: 3/29/2024 12:09:58 PM Signed: 3/29/2024 12:10:05 PM

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ID: 1d355384-cebe-4c58-9a5a-43393e0d897a

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Danielle Godin Danielle.Godin@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 3/29/2024 12:10:07 PM Viewed: 3/29/2024 12:53:08 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 3/29/2024 12:10:08 PM
Electronic Record and Signature Disclosure: Accepted: 3/28/2024 6:24:57 AM ID: 8f03ee99-e622-4454-843f-96d4ca1116ed		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/27/2024 8:20:09 AM
Certified Delivered	Security Checked	3/29/2024 12:09:58 PM
Signing Complete	Security Checked	3/29/2024 12:10:05 PM
Completed	Security Checked	3/29/2024 12:10:08 PM
Payment Events	Status	Timestamps
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