

# **CITY OF FRANKLIN, TENNESSEE**

## **PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2015-0353)

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THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and Waste Management, Inc. of Tennessee / Cedar Ridge Landfill of Lewisburg, Tennessee ("VENDOR"), who mutually agree as follows:

1. CITY issued on September 21, 2015 Purchasing Office Solicitation No. 2016-010, a procurement solicitation for bids for sanitary landfill disposal of biosolid sludge produced at the City of Franklin Water Reclamation Facility, for a specified term of award and, if exercised, optional extensions thereto ("SOLICITATION").
2. In response to CITY's SOLICITATION, VENDOR submitted a bid dated October 14, 2015 ("SUBMITTAL"), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. CITY hereby acknowledges and accepts VENDOR's exception (between the hours of 6:00 a.m. and 2:00 p.m. Monday through Friday) to CITY's specified landfill hours of availability for delivery of biosolid sludge (between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday).
4. VENDOR has now also submitted a Certificate of Insurance ("CERTIFICATE OF INSURANCE"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY's Insurance Requirements as specified in SOLICITATION.
5. If and when insurance coverage documented by CERTIFICATE OF INSURANCE referenced above expires before the expiration of any specified term of award, including any extensions thereto, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
6. In the event that insurance coverage documented by CERTIFICATE OF INSURANCE referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancellation.
7. VENDOR agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.
8. VENDOR included CITY's Indemnification Agreement, executed for VENDOR, in its SUBMITTAL.
9. CITY awarded on November 24, 2015 to VENDOR the purchase of sanitary landfill disposal of biosolid sludge produced at the City of Franklin Water Reclamation Facility pursuant to SOLICITATION, SUBMITTAL, and CERTIFICATE OF INSURANCE.
10. The term of award shall commence January 1, 2016 and shall expire December 31, 2018. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than two (2) options to extend the term of award, each time for up to one (1) additional year, for a maximum

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possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, except for the quoted unit pricing (see below); and (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.

11. During the course of either the initial term of award or an optional extension to the initial term of award, if any such optional extension is exercised pursuant to the provision above for doing so, CITY shall have the option to terminate the award immediately upon notifying VENDOR that CITY no longer has biosolid sludge it wishes to dispose of pursuant to this AGREEMENT.
12. Quoted unit pricing for sanitary landfill tipping services shall apply only to the initial term of award. If the term of award is extended beyond the initial term of award pursuant to the provision above for exercising such an option, then the quoted unit pricing for sanitary landfill disposal of biosolid sludge shall be adjusted exactly once for each such extension and exactly by the percentage change between the then most recent U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index-U, U.S. City Average, All Items Less Food and Energy, not seasonally adjusted, for the South Urban Statistical Area, in comparison with the like index figure descriptive for the month of October, 2015, provided that such percentage change shall be no less than 2.5% per year and no greater than 5.0% per year; thus, the price increase from the initial term of award for the first optional extension (the fourth year), if exercised, shall be not less than 7.5% and not greater than 15%, and the price increase from the initial term of award for the second optional extension (the fifth year), if exercised, shall be not less than 10% and not greater than 20%.
13. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; and (c) SUBMITTAL.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

For VENDOR:

  
(signature of VENDOR's authorized representative)

TITLE:

*MUNICIPAL MARKETING  
REPRESENTATIVE*

For CITY:

\_\_\_\_\_  
(signature of CITY's authorized representative)

TITLE:

*Mayor*

Approved as to Form:

\_\_\_\_\_  
Attorney for City of Franklin

**CITY OF FRANKLIN, TENNESSEE**  
**PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2015-0353)

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**Attachment No. 1**

**SUBMITTAL**

# Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the  
**City of Franklin, Tennessee**

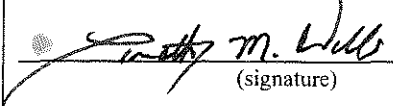
Purchasing Office Solicitation No.: 2016-010

Vendor's name, street address, and mailing address:	WASTE MANAGEMENT INC. OF TENNESSEE CEDAR RIDGE LANDFILL 2340 MOORESVILLE HWY. LEWISBURG, TN. 37091	
Vendor's contact person's name (printed), title, telephone number and e-mail address:	BARRY K. MARSHALL MUNICIPAL MARKETING REPRESENTATIVE (865) 938-5381 / (865) 388-6952 bmarshall@wm.com	
Does the bidder take any exceptions to the City's procurement solicitation?	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder takes no exceptions.	
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder takes no exceptions.	
Total quoted bid price for sanitary landfill disposal of biosolid sludge produced at the City of Franklin Water Reclamation Facility (bidders must quote the unit pricing for disposal of each of the three (3) types of biosolid sludge identified to the right): <u>THIRTY ONE / ELEVEN.</u> (DOLLARS) / (CENTS)	waste-activated	\$ <u>31.11</u> per ton
	digested	\$ <u>31.11</u> per ton
	class A	\$ <u>31.11</u> per ton
The name and address of the sanitary landfill at which the biosolid sludge is to be disposed:	CEDAR RIDGE LANDFILL 2340 MOORESVILLE HWY. LEWISBURG, TN. 37091	
The normal hours of operation during which customers are permitted to deliver solid waste to the sanitary landfill:	(SIX) (TWO) 6 AM. TO 2 P.M. MONDAY THROUGH FRIDAY	
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: _____	

# Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the  
**City of Franklin, Tennessee**

Purchasing Office Solicitation No.: 2016-010

Vendor's name:	WASTE MANAGEMENT INC. OF TENNESSEE
Last date (no sooner than December 31, 2015) that bid and associated pricing is valid and may be accepted by the City:	DECEMBER 31, 2015
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., “ACH” or “Electronic Funds Transfer”), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	<input type="checkbox"/> ACH or Electronic Funds Transfer. <input checked="" type="checkbox"/> Visa credit card.
Are the following components included with this Bid Submittal Form in the bid submittal? <ul style="list-style-type: none"><li>Detailed vendor-supplied description of bid product(s) and/or service(s);</li><li>City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein;</li><li>A photocopy of the permit issued by the State of Tennessee authorizing operation of the sanitary landfill and disposal of biosolid sludge at the sanitary landfill;</li><li>Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor;</li><li>Vendor-supplied contact information for minimum of three references;</li><li>City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;</li><li>Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions;</li><li>City of Franklin Affidavit of Non-Collusion, executed in full;</li><li>City of Franklin Affidavit of Title VI Compliance, executed in full;</li><li>If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; and</li><li>A complete digital copy of submitted bid documents per the Instructions for Bidders.</li></ul>	<input checked="" type="checkbox"/> Yes, see enclosed.  <input type="checkbox"/> No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).
Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its bid, it is the responsibility of each potential bidder to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)	<input type="checkbox"/> Addendum No. _____ <input type="checkbox"/> Addenda Nos. _____ <input checked="" type="checkbox"/> No addenda.
Signature of bidder's authorized representative: I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.	 (signature)
Title of bidder's authorized representative:	Amt VP
Date of signature:	10/14/15

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-010

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1. Solicitation identified: These specifications apply to the following procurement:  
**sanitary landfill disposal of biosolid sludge produced at the City of Franklin Water Reclamation Facility, for a specified term of award and, if exercised, optional extensions thereto**

Purchasing Office Solicitation No.: 2016-010

2. Notice to Bidders publication date: **September 17, 2015**
3. Solicitation release date: **September 21, 2015**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **October 6, 2015, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **October 15, 2015, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **November 6, 2015**
7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **November 24, 2015**
8. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to accept, at a sanitary landfill, and properly dispose of biosolid sludge produced by the sewerage treatment process at the City Water Reclamation Facility (wastewater treatment plant) and delivered to that landfill by the City for a term of award and, if exercised, optional extensions thereto, all as specified below. In determining which bid is "the lowest and best responsive and responsible bid," the City will consider not only the price per ton quoted by each bidder but also the City's estimated costs of delivering the biosolid sludge to the sanitary landfill for each respective bid. See the accompanying Instructions for Bidders for additional information and instructions.
9. Exceptions:
  - a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.

# City of Franklin Specifications

## Purchasing Office Solicitation No.: 2016-010

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- b. Any deviation or variance from the City's specifications shall be considered to be an exception.
- c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

10. General terms and conditions:

- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).
- b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
- c. Payment terms. As a matter of practice, the City of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- d. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- e. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- f. Safe work area. The successful bidder will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
- g. Other documents to be required of successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
- h. Damages. The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.
- i. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and

# City of Franklin Specifications

## Purchasing Office Solicitation No.: 2016-010

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conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.

- j. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- k. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
- l. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return to duty and follow up alcohol and controlled substances testing of city employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

11. Detailed specifications: Please note:

- Bidders are required to submit with their bid a detailed description of all bid products, items and/or services.
- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES.
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION.
- Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

# City of Franklin Specifications

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- 11.1. C The City seeks bid to accept, at a sanitary landfill, and properly dispose of biosolid sludge produced by the sewerage treatment process at the City Water Reclamation Facility (wastewater treatment plant) and delivered to that landfill by the City for a term of award and, if exercised, optional extensions thereto, all as specified below.
- 11.2. C Bid pricing shall include the bidder furnishing, supplying and providing all necessary labor, tools, equipment, supplies, materials and other items required to render the specified services.
- 11.3. C Selection of the lowest and best responsive and responsible bid shall be based upon a combination of some or all of the following factors: the pricing quoted by each bidder; the City's estimated costs of delivering the biosolid sludge to the sanitary landfill for each respective bid; compliance with the City's instructions, specifications and standard procurement terms and conditions; any terms and conditions stated by the bidder in the bid; anticipated timeliness of delivery of the bid item(s); the character, integrity and reputation of the bidder; the results of any reference checks; and any prior experience of the City of Franklin with the bidder and/or the bid item(s) and/or any component thereof.
- 11.4. C Insurance requirements:
- 11.4.1. C Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall indicate Certificate Holder* as Additional Insured, for both Premises/Operations and Products/Completed Operations, with Additional Insured endorsement attached
Workers Compensation	Statutory limits	Certificate Holder* only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder* only

\*Certificate Holder shall be listed as follows:

City of Franklin  
109 3<sup>rd</sup> Ave. South  
Franklin, TN 37064

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-010

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11.4.2.

C

If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, pursuant to this procurement solicitation, then the successful bidder shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.

11.4.3.

C

In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, pursuant to this procurement solicitation, then the successful bidder shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.

11.4.4.

C

The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

11.5.

C

Term of award:

11.5.1.

The services to be rendered pursuant to this procurement solicitation are to be offered as a requirements contract for a term of award of three (3) years, effective January 1, 2016 and through December 31, 2018.

11.5.2.

C

At any time after commencement but before or as soon as practicable after the expiration of this term of award, the City and the vendor may exercise an option to extend the initial term of award two (2) times, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the initial term of award shall also apply to such an extension, except for the quoted unit pricing (see below); and (d) that if the vendor intends not to consent to the next optional extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the then-current scheduled expiration of the term of award. Note that the City and the vendor each specifically retain the right, with or without cause, not to extend the term of award.

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- 11.5.3. C During the course of either the initial term of award or an optional extension to the initial term of award, if any such optional extension is exercised pursuant to the provision above for doing so, the City shall have the option to terminate the award immediately upon notifying the vendor that the City no longer has biosolid sludge it wishes to dispose of pursuant to this procurement solicitation.
- 11.5.4. E Quoted unit pricing for sanitary landfill tipping services shall apply only to the initial term of award. If the term of award is extended beyond the initial term of award pursuant to the provision above for exercising such an option, then the quoted unit pricing for sanitary landfill disposal of biosolid sludge shall be adjusted exactly once for each such extension and exactly by the percentage change between the then most recent U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index-U, U.S. City Average, All Items Less Food and Energy, not seasonally adjusted, for the South Urban Statistical Area, in comparison with the like index figure descriptive for the month of October, 2015.
- 11.6. C Quoted unit pricing for services to be rendered shall be expressed in terms of U.S. dollars per ton.
- 11.7. C Quoted unit pricing for services to be rendered shall be all inclusive for all services to be rendered and all costs of doing so. City hereby specifically rejects any other fee or other surcharge. Examples of such rejected other fees or other surcharges include, but are not limited to, fuel charges, State and/or landfill-host-county and/or landfill-host-municipality fees and/or taxes, equipment and/or maintenance charges, and/or charges for time-of-delivery or day-of-delivery. Any changes to the vendor's cost of doing business and/or service delivery, such as any example listed above, shall be absorbed by the vendor and shall not be subject to direct pass-through to the City of Franklin.
- 11.8. C Bid shall exclude transportation and shall anticipate that delivery of the biosolid sludge to the sanitary landfill is beyond the scope of any award made by the City pursuant to this procurement solicitation.
- 11.9. Vendor shall indicate on the Bid Submittal Form:
- 11.9.1. C The name and address of the sanitary landfill at which the biosolid sludge is to be disposed.
- 11.9.2. C The normal hours of operation during which customers are permitted to deliver solid waste to the sanitary landfill.
- 11.10. C Vendor shall supply with its bid submittal a photocopy of the permit issued by the state of jurisdiction authorizing operation of the sanitary landfill and disposal of biosolid sludge at the sanitary landfill.

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- 11.11. C Vendor shall agree to notify the City of Franklin in advance of any changes to the normal hours of operation during which customers are permitted to deliver solid waste to the sanitary landfill. Any such notices shall be made in writing and shall be sent to the City by the vendor the same as for notices as set forth in the City's Standard Procurement Terms and Conditions.
- 11.12. E Regardless of the sanitary landfill's normal hours of operation, sanitary landfill shall regularly and routinely accept deliveries of biosolid sludge from the City of Franklin between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday.
- 11.13. E Regardless of the sanitary landfill's normal hours of operation, sanitary landfill shall, on demand by the City of Franklin, accept deliveries of biosolid sludge from the City of Franklin outside the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday. If such a delivery is to be made at a time that is not during the normal hours of operation during which customers are permitted to deliver solid waste to the sanitary landfill, then the City shall, in advance of time of delivery, notify vendor of the intended delivery and the estimated time of delivery.
- 11.14. E Regardless of the sanitary landfill's normal hours of operation, vendor shall not charge, and City hereby specifically rejects, any fee or other surcharge for delivery of biosolid sludge from the City of Franklin at a time that is not during the normal hours of operation during which customers are permitted to deliver solid waste to the sanitary landfill.
- 11.15. C In the event the anticipated drive time for a particular delivery of biosolid sludge exceeds the normal drive time for that time of day and day of week by more than 25%, then the City retains the right to deliver that load of biosolid sludge to an alternate sanitary landfill of its own choosing based on pre-established or negotiated unit pricing.
- 11.16. C Vendor specifically acknowledges and accepts the "Safe work area" provision as expressed under "General terms and conditions" above.
- 11.17. C The City estimates the following quantity of biosolid sludge to be disposed of at a sanitary landfill during the term of award: 1,250 tons per month.
- 11.18. C By indicating "C" for comply with this provision, vendor specifically acknowledges that the quantity of biosolid sludge as estimated above is provided for unit pricing purposes only and does not represent a minimum, actual or maximum quantity to be disposed of by the City at a sanitary landfill pursuant to this procurement solicitation.

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- 11.19. C City hereby specifically rejects any minimum or maximum limits on the quantities of solid waste to be disposed of by the City at a sanitary landfill.
- 11.20. C The entrance to the sanitary landfill shall be geographically located within 150 road miles each way of the entrance to the City of Franklin Water Reclamation Facility, 135 Claude Yates Drive, Franklin, Tennessee, 37064. Note that distance between the sanitary landfill and the City Water Reclamation Facility will be factored into the City's evaluation of bids when in determining which bid is "the lowest and best responsive and responsible bid" because the City will consider not only the price per ton quoted by each bidder but also the City's estimated costs of delivering the biosolid sludge to the sanitary landfill for each respective bid.
- 11.21. C As of the date of release of these Specifications, the biosolid sludge produced at the City's Water Reclamation Facility (wastewater treatment plant) is **waste-activated sludge**. At some time prior to or during the term of award, the biosolid sludge produced at the City's Water Reclamation Facility may be either **digested sludge** or **class A sludge** instead of waste-activated sludge. Bidders must quote the unit pricing for disposal of each of the three (3) types of biosolid sludge identified above. For bid evaluation purposes only, the City will assume that 60% of the biosolid sludge it delivers during the term of award is waste-activated sludge, 20% is digested sludge and 20% is class A sludge. However, these percentages of biosolid sludge are merely estimated proportions and do not represent minimum, actual or maximum proportions of each of the three (3) types of biosolid sludge identified above to be disposed of by the City at a sanitary landfill pursuant to this procurement solicitation.
- 11.22. C Sanitary landfill shall be permitted to operate as a sanitary landfill authorized to accept waste-activated, digested and class A biosolid sludge. Sanitary landfill shall continuously maintain said permit throughout the term of award.
- 11.23. C Within seven (7) calendar days following the City's issuance of a notice of award, successful bidder shall, at its own expense: (1) notify the state of jurisdiction of the award and the initial term of award; and (2) submit to the state of jurisdiction any and all state-required test results and applications necessary to commence on January 1, 2016 with disposal of the City's biosolid sludge waste stream at the sanitary landfill.

## **Bidder: Waste Management**

### **Exceptions to Sludge Bid Specifications**

4 exceptions:

- 11.5.4. Pricing will be flat for the first three year initial term. If extended, any extensions will be calculated per the CPI Franklin has listed for either a 4<sup>th</sup> or 4<sup>th</sup> & 5<sup>th</sup> year. However, WM is going to require a minimum and also give a maximum to this calculation to protect both parties. The minimum is 2.5% per year and the maximum is 5% per year. What this means is that the price increase from the base for year 4 will be at least 7.5% and no more than 15%. The price increase from the base for year 5 will be at least 10% and no more than 20%.
- 11.12 Cedar Ridge Landfill will only accept biosolid sludge from 6am to 2 pm Monday through Friday.
- 11.13 Cedar Ridge Landfill will only accept biosolid sludge from 6am to 2 pm Monday through Friday.
- 11.14 Cedar Ridge Landfill will only accept biosolid sludge from 6am to 2 pm Monday through Friday therefore any extra charge is non-applicable.

These 2 points are the only exceptions to your Solicitation.

### Description of services

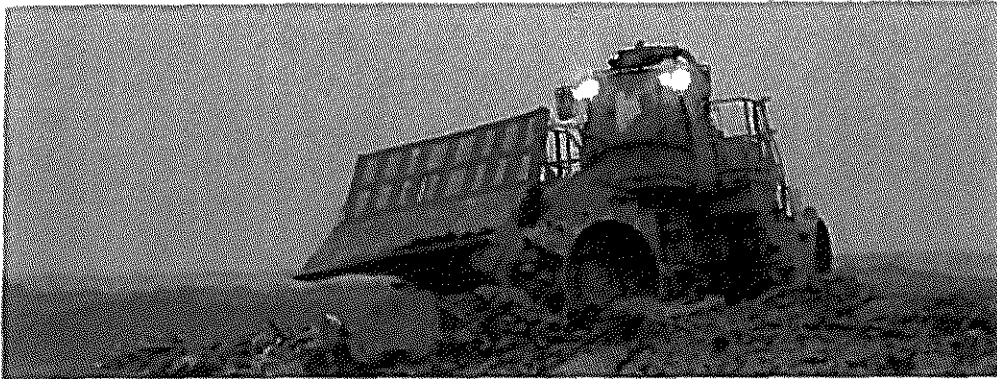
Cedar Ridge Landfill, Inc., a wholly owned subsidiary of Waste Management has been authorized by the State of Tennessee, Department of Environment and Conservation since 1999. This authorization allows us the construction, operation, closure and post closure care of a Class I sanitary landfill for the disposal of municipal solid waste.

We propose to offer sanitary landfill tipping service to the City of Franklin as specified in their request for bids.

The scope of work for this submitted bid for Sludge disposal will commence upon delivery of material to Cedar Ridge LF where WM will compact and dispose of the volumes in accordance with all TDEC regulations that govern a Subtitle D Class 1 landfill.

No free liquid may be associated with sludge disposal. Material must pass the paint filter test as is currently done.

## WASTE MANAGEMENT



# Cedar Ridge Landfill

Cedar Ridge Landfill provides safe and convenient disposal services for communities, businesses, and industries serving south central Tennessee.

Waste Management's approximately 250 disposal facilities employ the latest advances in landfill technology. This facility is engineered with environmental protection systems that meet or exceed rigorous government regulations and are subject to highly regulated monitoring and reporting requirements. Systems include engineered liners and covers, leachate collection and removal, and landfill gas collection and control.

## Containment Design

Landfill cells are constructed using a composite liner system, which provides a positive barrier for groundwater protection. The liner system consists of a 60-mil High Density Polyethylene (HDPE) liner in direct contact with a two-foot thick clay layer as an additional protective barrier for groundwater.

## Leachate Collection & Treatment

At Cedar Ridge Landfill, leachate is collected onsite and transported to a privately owned industrial discharger.

## Groundwater Monitoring

Groundwater is monitored via three groundwater wells and five surface water points, which are sampled semiannually for various water quality parameters. Water levels are taken to evaluate the hydrology at the site and confirm that the inward hydraulic gradient is being maintained.

## Landfill Gas Management

Cedar Ridge Landfill collects and manages landfill gas through a flare system to reduce emissions and prevent odor. The system consists of over 65 collectors, which is managed per federal requirements.

## Site Security

Site security is ensured by controlled, limited access to the facility as well as perimeter fencing, natural barriers and electronic surveillance. The facility can only be accessed via a single gate, which directs all traffic to a gatehouse occupied during business hours by trained personnel. During non-business hours the gate is locked and monitored by electronic surveillance.

### CEDAR RIDGE LANDFILL

2340 Knoxville Highway  
Lewisburg, TN 37801

### PROJECTED LIFE REMAINING

~ 25 years

### FACILITY ACREAGE

169.1 acres

### PERMITTED FOOTPRINT

169.1 acres

### TONS PROCESSED ANNUALLY

242,500 tons

### OWNERSHIP

Cedar Ridge Landfill, Inc.

### PERMIT TYPE & PERMIT #

Solid Waste: SWL 05-

1561

Air: 566569

### REGULATORY AGENCIES

Tennessee Department of  
Environmental and Conservation

### EMPLOYEES

11



## CONTACT

Jackie Moore  
256 490 2441  
jmoore@wm.com

## Acceptable Material

Asbestos - Friable/	Drum Management -
Non-Friable Auto	Solids
Shredder Fluff	Industrial &
Biosolids	Special Waste
Construction &	Municipal Solid Waste
Demolition (C&D)	(MSW)
Debris	Yard Waste

## Unacceptable Material

Batteries	Hazardous Waste
Bulk Liquid Waste	PCB Wastes
CFC (Freon)	Untreated Medical
Containing Items	Waste
Electronics	Whole Tires
Fluorescent Tubes	

## Risk Mitigation

Waste Management provides the highest level of services, backed with state-of-the-art site design and management systems, to minimize risks and reduce liabilities.

## Community Partnerships and Involvement

Cedar Ridge Landfill is proud to be an active supporter of community events and programs that make Marshall County a strong and healthy place to live, work, and play.

# **Cedar Ridge Landfill**

## **Normal Operating Hours**

The landfill operating hours are FOR DISPOSAL OF “BIOSOLID SLUDGE” are:

**6:00 A.M. till 2:00 P. M. – Monday through Friday**

**Holidays observed are:**

**Thanksgiving, Christmas**

State of Tennessee  
Department of Environment  
and Conservation  
Division of Solid Waste Management

Solid Waste Management Program  
401 Church Street  
5th Floor L & C Tower  
Nashville, Tennessee 37243-1535  
615-532-0780

**REGISTRATION AUTHORIZING SOLID WASTE  
DISPOSAL ACTIVITIES IN  
TENNESSEE**


Registration Number: SNL 59-0238 EXT

Date Issued: August 17, 1999

**Issued to:** Cedar Ridge Landfill, Inc. a wholly owned subsidiary of Waste Management for a facility located north of Tennessee State Route 373 (Mooreville Highway), approximately one mile west of Lewisburg, Tennessee on the Present landfill site.

**Activities Authorized:** Construction, operation, closure and post closure care of a Class I sanitary landfill for the disposal of municipal solid waste.

By my signature this registration is issued in compliance with the provisions of the Tennessee Solid Waste Disposal Act (Tennessee Code Annotated, Section 68-211-101, et seq.), and applicable regulations developed pursuant to this law and in effect; and in accordance with the conditions and other terms set forth in this registration document and attached Registration Conditions.

  
Mike Apple, Director  
Division of Solid Waste Management

JMA/DBM/mjs

PER1

## **KEY PERSONNEL**

The Cedar Ridge Landfill has 11 seasoned operational and administrative waste professionals who will be receiving the City of Franklin biosolid sludge waste material for proper disposal according to State and Federal regulations. In addition, the following key managers will oversee this agreement:

### **Operational Management**

### **Industry Experience**

John Barlow, Site Manager  
Jackie Moore, Manager of Middle TN Landfills  
Charlie Gillian, Director of Area Landfills

began 2001  
began 1991  
began 1998

### **Contractual Matters**

Barry Marshall, TN Municipal Marketing Representative  
Stacey Cothran, TN Industrial Waste Representative

began 1988  
began 1992

## Reference Request

### Maury County TN – Transportation and Disposal Services

Mr. Mike Sweeney  
Solid Waste Director  
1198 Industrial Park Road  
Columbia, TN. 38401  
931-381-5809

### Columbia TN – WWTP disposal services – biosolid sludge

Mr. Mark Williams  
Treatment Director  
1244 Treatment Plant Rd.  
Columbia, TN. 38401  
931-560-1001

### Spring Hill TN – WWTP disposal services – biosolid sludge

Mr. Travis Massey  
Treatment Director  
3893 Mahlon Moore Drive  
Spring Hill, TN. 37174  
931-486-2252

### Dickson County TN – Transportation and Disposal Services

Mr. Jim Lunn  
Solid Waste Director  
100 Virgil Bellar Drive  
Dickson, TN. 37055  
615-446-0019

### Hickman County TN – Transportation and Disposal Services

Mr. Marty Tuberville  
Solid Waste Director  
2220 Skyview Drive  
Centerville, TN. 37033  
931-729-2136

\*City of Franklin TN – Waste Water Department – current provider of disposal service is Waste Management Inc. of Tennessee.

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2016\_010

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: [purchasing@franklinton.gov](mailto:purchasing@franklinton.gov)

In the case of Vendor:

WASTE MANAGEMENT INC.

DISTRICT MANAGER

2340 MOORESVILLE HWY.

LEWISBURG, TN . 37091

931/359-9034

## Standard Procurement Terms and Conditions

### City of Franklin, Tennessee

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5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

# **Standard Procurement Terms and Conditions**

## **City of Franklin, Tennessee**

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11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
12. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30<sup>th</sup> calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

## Standard Procurement Terms and Conditions

### City of Franklin, Tennessee

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16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

# Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the  
**City of Franklin, Tennessee**

State of Tennessee )  
County of Williamson ) SS

Affiant, TIMOTHY M. WELLS, deposes and makes oath that:  
(printed name of person signing Affidavit)

1. He or she is the TIMOTHY M. WELLS AREA V.P. of  
(Owner or Authorized Partner Officer Representative or Agent of Owner)  
WASTE MANAGEMENT INC. OF TENNESSEE,  
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

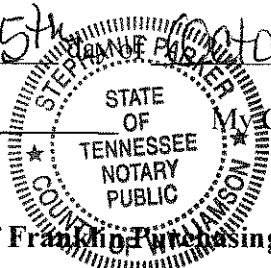
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

Timothy M. Wells  
(Signature of Affiant)

Area VP  
(title of Affiant)

Sworn and subscribed to before me this 15th day of October, 2015

DePhanie Parker  
(Notary Public)



My Commission Expires: May 23, 2018

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2016\_010)

MY COMMISSION EXPIRES:  
MAY 23, 2018

**Affidavit of Title VI Compliance**  
a form required of Bidders and Proposers on purchases of services for the  
**City of Franklin, Tennessee**

State of Tennessee )  
County of Williamson ) SS

Affiant, TIMOTHY M. WELLS, deposes and makes oath that:  
(printed name of person signing Affidavit)

1. He or she is the AREA V.P. of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
WASTE MANAGEMENT INC. OF TENNESSEE,  
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

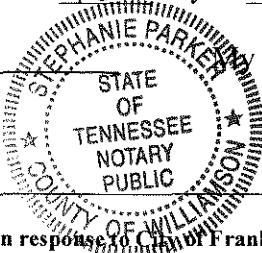
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.

[Signature]  
(signature of Affiant)

Area VP  
(title of Affiant)

Sworn and subscribed to before me this 15th day of October, 2015.

Stephanie Parker  
(Notary Public)



Commission Expires: May 23, 2018

**Affidavit of Drug-Free Workplace**  
a form required of Bidders and Proposers on purchases of services for the  
**City of Franklin, Tennessee**

State of Tennessee )  
County of Williamson ) SS

Affiant, TIMOTHY M. WEUS, deposes and makes oath that:  
(printed name of person signing Affidavit)

1. He or she is the AREA V.P. of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
WASTE MANAGEMENT INC. OF TENNESSEE,  
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and
6. This Affidavit is made on personal knowledge.

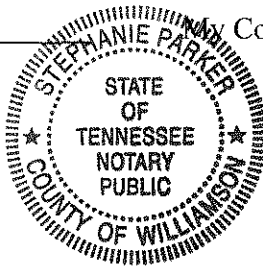
Timothy M. Weus  
(signature of Affiant)

Area VP  
(title of Affiant)

Sworn and subscribed to before me this 15th day of October, 2015

Stephanie Parker  
(Notary Public)

Commission Expires: May 23, 2018.



1Y COMMISSION EXPIRES:  
MAY 23, 2018

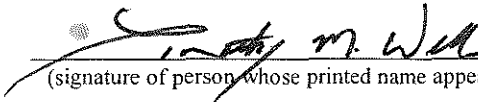
**Indemnification Agreement**  
a form required of Bidders and Proposers on purchases of services for the  
**City of Franklin, Tennessee**

On behalf of Bidder/Proposer, TIMOTHY M. WELLS agrees that:  
(printed name of person signing Agreement)

1. He or she is the AREA V. P. of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
WASTE MANAGEMENT INC. OF TENNESSEE,  
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.

  
(signature of person whose printed name appears above)

Area VP  
(title of person whose printed name appears above)

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2016\_010 )

# **CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2015-0353)

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## **Attachment No. 2**

### **CERTIFICATE OF INSURANCE**

<b>Certificate Date</b>	<b>Producer</b>	<b>Certificate Number</b>	<b>Certificate Holder</b>	<b>Type of Insurance</b>	<b>Policy Expiration</b>
11/11/2015	Lockton Companies	3439057	The City of Franklin	Commercial General Liability	1/1/2016
				Workers Compensation and Employers' Liability	1/1/2016



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2016

DATE (MM/DD/YYYY)  
11/11/2015

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b>	
<b>INSURED</b> 1306000 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT INC. OF TENNESSEE CEDAR RIDGE LANDFILL, INC. 2340 MOORESVILLE HIGHWAY LEWISBURG TN 37091	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> ACE American Insurance Company	
	<b>INSURER B:</b> Indemnity Insurance Co of North America	
	<b>INSURER C:</b> ACE Property & Casualty Insurance Co	
	<b>INSURER D:</b> ACE Fire Underwriters Insurance Company	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

COVERAGES TNLEWISB

CERTIFICATE NUMBER: 3439057

REVISION NUMBER: XXXXXXXX


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	HDO G27341251	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	MMT H08830472	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOO G2742305A	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WLR C4814181A (AOS) WLR C48141821 (CA & MA) SCF C48141833 (WI)	1/1/2015 1/1/2015 1/1/2015	1/1/2016 1/1/2016 1/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	<b>EXCESS AUTO LIABILITY</b>	Y	Y	XSA H08830460	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED. BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER****CANCELLATION** See Attachment

<b>3439057</b>  THE CITY OF FRANKLIN C/O RISK MANAGER 109 3RD AVENUE SOUTH FRANKLIN TN 37065	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  

POLICY NUMBER: HDO G27341251

ENDT. #38  
COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:** ANY OWNER, LESSEE OR CONTRACTOR WHOM YOU HAVE AGREED TO INCLUDE AS AN ADDITIONAL INSURED UNDER A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

(If no entry appears above, information required to complete this endorsement would be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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