

Contract Information

Contract & Solicitation Title: Weekly Collection of waste in the areas within Council Districts 7, 8 and 9. mlt
 Contract Summary: Contractor agrees to provide weekly waste collection at approximately 7,200
addresses in newly annexed areas with in Districts 7, 8, and 9 of Davidson County. The actually number of
addresses the Contractor may be required to service may increase or decrease during the contract period.
 Contract Number: 428204 Solicitation Number: 1022744 Requisition Number: 116685
 Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): No
 Type of Contract/PO: DIQ Contract **Requires Council Legislation:** Yes
 Estimated Start Date: 07/01/2018 Estimated Expiration Date: 06/30/2023 Contract Term: 60 Months
 Estimated Contract Life Value: \$2,000,000.00 Fund: 30501 BU: 42803100
 Payment Terms: Net 30 Selection Method: RFP
 Procurement Staff: Terri Troup BAO Staff: Bryan Gleason
 Department(s) Served: Public Works

Contractor Information

Contracting Firm: Red River Waste Solutions, LP
 Address: 4004 E. US Hwy 290 W
 City: Dripping Springs, State: TX Zip: 78620-3236
 Contractor is (Enter Applicable %): SBE SDV MBE WBE
 Company Contact: Steve Smith Email Address: steve@rrws.com
 Phone #: 1-512-858-0400 Ext 112 E1#: 184038
 Contract Signatory: Weldon J. Smith Email Address: wjs@rrws.com

Subcontractor Information

Small Business and Service Disabled

Veteran Business Program: No SBE/SDV participation Amount: \$0.00
 Percent, if applicable: 0.0%
 Procurement Nondiscrimination Program: Program Not Applicable Amount: N/A
 Percent: N/A
 Federal Disadvantaged Business Enterprise: No Amount: \$0.00
 Percent: 0.0%

* Amounts and/or percentages are not exclusive.

Summary of Offers**Route 3410**

	Score (RFQ Only)	Evaluated Cost	Result
<u>Red River Waste Solutions, LP</u>	<u>72.00</u>	<u>\$ 37,611.49</u>	<u>Awarded</u>
<u>Republic Services</u>	<u>58.09</u>	<u>\$ 71,319.56</u>	<u>Evaluated but not selected</u>

Contract/RFO Lifecycle Report

Waste Connections of Tennessee Inc	32.20	\$ 78,341.12	Evaluated but not selected
Waste Industries	60.42	\$ 70,226.00	Evaluated but not selected
Waste Pro	52.85	\$108,611.88	Evaluated but not selected
			No Other Offers

Route 3412

Red River Waste Solutions, LP	72.00	\$ 42,199.98	Awarded
J.E. McMurtry Disposal	59.12	\$ 98,593.04	Evaluated but not selected
Republic Services	58.24	\$ 79,456.52	Evaluated but not selected
Waste Connections of Tennessee Inc	32.37	\$ 87,127.04	Evaluated but not selected
Waste Pro	52.95	\$121,041.96	Evaluated but not selected
			No Other Offers

Route 3414

Red River Waste Solutions, LP	72.00	\$ 36,464.37	Awarded
J.E. McMurtry Disposal	58.95	\$ 86,050.64	Evaluated but not selected
Republic Services	58.05	\$ 69,285.32	Evaluated but not selected
Waste Connections of Tennessee Inc	32.16	\$ 76,144.64	Evaluated but not selected
Waste Industries	59.29	\$ 71,896.76	Evaluated but not selected
Waste Pro	52.82	\$105,504.36	Evaluated but not selected

Route 3416

Red River Waste Solutions, LP	72.00	\$ 39,762.35	Awarded
Republic Services	58.17	\$ 75,133.76	Evaluated but not selected
Waste Connections of Tennessee Inc	32.29	\$ 82,459.52	Evaluated but not selected
Waste Pro	52.90	\$114,438.48	Evaluated but not selected
			No Other Offers
			No Other Offers

Route 3510

Red River Waste Solutions, LP	72.00	\$ 40,049.13	Awarded
Republic Services	58.18	\$ 75,642.32	Evaluated but not selected
Waste Connections of Tennessee Inc	32.30	\$ 83,008.64	Evaluated but not selected
Waste Pro	52.90	\$115,215.36	Evaluated but not selected
			No Other Offers
			No Other Offers

Contract/PO Savings Report

Route 3512

Red River Waste Solutions, LP	72.00	\$ 40,096.92	Awarded
J.E. McMurtry Disposal	59.06	\$ 93,994.16	Evaluated but not selected
Republic Services	58.18	\$ 75,727.08	Evaluated but not selected
Waste Connections of Tennessee Inc	32.30	\$ 83,100.16	Evaluated but not selected
Waste Pro	52.91	\$115,344.84	Evaluated but not selected
			No Other Offers

Route 3514

Red River Waste Solutions, LP	72.00	\$ 43,251.51	Awarded
Republic Services	58.27	\$ 81,321.24	Evaluated but not selected
Waste Connections of Tennessee Inc	32.41	\$ 89,140.48	Evaluated but not selected
Waste Pro	52.96	\$123,890.52	Evaluated but not selected
			No Other Offers
			No Other Offers

Route 3416

Red River Waste Solutions, LP	72.00	\$ 37,993.87	Awarded
Republic Services	58.11	\$ 71,997.64	Evaluated but not selected
Waste Connections of Tennessee Inc	32.22	\$ 79,073.28	Evaluated but not selected
Waste Pro	52.86	\$109,647.72	Evaluated but not selected
			No Other Offers
			No Other Offers

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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 **Red River Waste Solutions, LP ("CONTRACTOR")** located at **4004 E. US Hwy 290 W, Dripping Springs, TX 78620-3236**. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
 - *Exhibit A-Pricing*
- *The solicitation documentation for RFQ# 1022744 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 weekly waste collection at approximately 7,200 addresses in newly annexed areas within Districts 7, 8, and 9 of Davidson County. The actual number of addresses the CONTRACTOR may be required to service may increase or decrease during the contract period.

2.2. Delivery and/or Installation.

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

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

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

3. CONTRACT TERM

3.1. Contract Term

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The Contract Term will begin on July 1, 2018 once the Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end (60) months from July 1, 2018. 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 \$2,000,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

4.2. Other Fees

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

4.3. Payment Methodology

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

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

4.4. Escalation/De-escalation

This contract is eligible for annual escalation/de-escalation adjustments by either the CONTRACTOR or Metro. The maximum annual escalation/de-escalation adjustments that can be requested is 3%. The request for adjustment must include current pricing structure, proposed pricing adjustment, percentage change, and the appropriate consumer price index (All Urban Consumers Index). Any request made by the CONTRACTOR must be submitted to the department for review no less than ninety (90) days prior to July 1st of each year of the contract by the CONTRACTOR. The request, including departmental approval and documentation, must be submitted to the Purchasing Agent no less than sixty (60) days to July 1st of each year of the contract by the CONTRACTOR. Any such adjustment shall become effective on July 1st each year of the Contract.

4.5. Electronic Payment

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

4.6. Invoicing Requirements

CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately delivered/performed products and/or services, whichever is less frequent. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or 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. 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.

6.4. 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. BONDS

7.1. Surety Bonds

CONTRACTOR shall furnish a performance bond to METRO in the amount of \$400,000.00 for the first initial year of the contract term. CONTRACTOR shall submit a new bond annually for the amount to be determined based on prior years' financial performance. The bond shall set forth a penal sum limited to the amount of \$400,000.00 or the annual bond value which is one year's work of exposure. CONTRACTOR and/or the Surety will only be financially responsible for one year worth of exposure, \$400,000.00, or the annual bond value if CONTRACTOR should default on the contract. The bond furnished by CONTRACTOR shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bond. The performance bond furnished by CONTRACTOR shall be in a form suitable to METRO and shall be executed by a surety licensed to do business in Tennessee and reasonably acceptable to METRO. The bond shall be accompanied by a power of attorney indicating

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that the person executing the bond is doing so on behalf of the surety. The power of attorney shall have been conferred upon the attorney-in-fact prior to the date of the bond. The power of attorney shall show the date of appointment of the attorney-in-fact and that the appointment and powers have not been revoked and remain in effect.

8. INSURANCE

8.1. Proof of Insurance

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

8.2. General Liability Insurance

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

8.3. Automobile Liability Insurance

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

8.4. Population Liability Insurance

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

8.5. Worker's Compensation Insurance

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.

8.6. 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.

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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.

8.7. 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:

**DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300**

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

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

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

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

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

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

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

9. GENERAL TERMS AND CONDITIONS

9.1. 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.

9.2. 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.

9.3. 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.

9.4. 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 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.

9.5. 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.

9.6. 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.

9.7. 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

9.8. 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.

9.9. 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.

9.10. 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.

9.11. 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 conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

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.

9.12. 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.

9.13. 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.

9.14. 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.

9.15. Employment

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

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

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

9.16. Compliance with Laws

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

9.17. 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.

9.18. Taxes and Licensure

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

9.19. Ethical Standards

CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this

Contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

9.20. Indemnification and Hold Harmless

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

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

9.21. Attorney Fees

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

9.22. Assignment--Consent Required

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

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

**METRO'S CHIEF ACCOUNTANT
DIVISION OF ACCOUNTS
DEPARTMENT OF FINANCE
PO BOX 196300**

Contract Purchase Agreement 428204,
0

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.

9.23. Entire Contract

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

9.24. Force Majeure

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

9.25. Governing Law

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

9.26. Venue

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

9.27. Severability

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

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number 428204

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: Red River Waste Solutions, LP
Attention: Shawntelle Latini
Address: 4004 East Hwy 290 West Dripping Springs, TX 78620
Telephone: 512-858-0400 Ext. 105
Fax: 512-858-0477
E-mail: steve@rrws.com

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

Designated Agent: Steve Smith
Attention: Shawntelle Latini
Address: 4004 East Hwy 290 West Dripping Springs, TX 78620

[SPACE INTENTIONALLY LEFT BLANK]

Contract Number 428204

Effective Date

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

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

CONTRACTOR

APPROVED AS TO PROJECT SCOPE:

MS SKW
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

Red River Waste Solutions, LP
Company Name

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle A. Hernandez Lane TRT
Purchasing Agent Purchasing

Steve W. Smith
Signature of Company's Contracting Officer

Steve W. Smith
Officer's Name

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lopez O'Dneal AN AV
Director of Finance OMB BA

Vice President of Business Development
Officer's Title

APPROVED AS TO FORM AND LEGALITY:

[Signature] Bl
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Metropolitan Clerk Date

EXHIBIT A - PRICING			
Route Description	Price per Trash Cart	Back Door Collection Price Per Trash Cart	Additional Cart/House Price per Trash Cart
3410	\$ 0.92	\$ 5.86	\$ 0.22
3412	\$ 0.92	\$ 5.86	\$ 0.22
3414	\$ 0.92	\$ 5.86	\$ 0.22
3416	\$ 0.92	\$ 5.86	\$ 0.22
3510	\$ 0.92	\$ 5.86	\$ 0.22
3512	\$ 0.92	\$ 5.86	\$ 0.22
3514	\$ 0.92	\$ 5.86	\$ 0.22
3516	\$ 0.92	\$ 5.86	\$ 0.22

RICH & CARTMILL, INC.
INSURANCE • BONDS
Established in 1922.

April 3, 2018

Metropolitan Government of Nashville and Davidson County
730 Second Avenue South, Suite 112
P.O. Box 196300
Nashville, Tennessee 37219-6300

RE: Red River Waste Solutions LP
Bond #1097036
RFQ #1022744, Waste Collection

Dear Sir/Madam:

Please let this letter serve as authorization to date the bonds and powers of attorney for the above-captioned bonds. This authority may be extended by you the owner, or to the architect, or their designated representatives.

Should you have any questions, please feel free to call.

Sincerely,



Shelli R. Samsel, Attorney-in-Fact for Lexon Insurance Company

POWER OF ATTORNEY

LX-270146

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Dwight A. Pilgrim, Shelli R. Samsel, Travis E. Brown, Mark D. Nowell, Kyle P. Bradford, Deborah L. Raper its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$8,000,000.00, Eight Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.



LEXON INSURANCE COMPANY

BY David E. Campbell
David E. Campbell
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
Mv Commission Expires 07-08-19

BY Amy Taylor
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this _____ Day of _____, 20_____.



BY Andrew Smith
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

MEGAN BARRY, MAYOR

DEPARTMENT OF FINANCE



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

December 28, 2017

Mr. Steve Smith
Red River Waste Solutions LP
4004 E US Hwy 290
Dripping Springs, Hays, TX 78620

Re: **RFQ # 1022744, Waste Collection**

Dear Mr. Smith:

The Metropolitan Government of Nashville and Davidson County (Metro) has completed the evaluation of submitted solicitation offer(s) to the above RFQ # 1022774 for Waste Collection. This letter hereby notifies you of Metro's intent to award all evaluated routes to Red River Waste Solutions LP, contingent upon Metro Council approval and successful contract negotiations.

Depending on the file sizes, the responses to the procurement solicitation and supporting award documentation can be made available either by email, CD for pickup, or in person for inspection. If you desire to receive or review the documentation or have any questions, please contact our office at 615-862-6170.

If the Procurement Nondiscrimination Program requirements were a part of this solicitation, the awardee must forward a signed copy of the "Letter of Intent to Perform as Subcontractor/Subconsultant/Supplier/Joint Venture" for any minority/women-owned business enterprises included in the response to the Business Assistance Office within two business days from this notification. Should you have any questions concerning this requirement, please contact Bryan Gleason, BAO Representative, at 615-862-6710 or at bryan.gleason@nashville.gov.

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

Sincerely,

A handwritten signature in cursive script that reads "Michelle A. Hernandez Lane".

Michelle A. Hernandez Lane
Purchasing Agent

Cc: Solicitation File
Other Offerors

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

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

RFQ # 1022744 – WASTE COLLECTION

Route 3410

Offeror	Red River Waste Solutions LP	Republic Services	Waste Connections of Tennessee Inc.	Waste Industries	Waste Pro
Firm and Team Qualifications (25 points)	16.00	18.00	8.00	20.00	19.00
Team Experience (25 points)	16.00	19.00	5.00	19.00	20.00
Cost (50 Points)	40.00	21.09	19.20	21.42	13.85
Total Evaluation Scores (100 Points)	72.00	58.09	32.20	60.42	52.85

Solicitation Title & Number		RFP Cost Points	RFP SBE/SDV Points	Total Cost Points	
Waste Collection; RFQ 1022744		40	10	50	
Route 3410					
Offeror's Name	Total Bid Amount	SBE/SDV Participation Amount	RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
Red River Waste Solutions LP	\$ 37,611.49	\$0.00	40.00	0.00	40.00
Waste Industries	\$ 70,226.00	\$0.00	21.42	0.00	21.42
Republic Services	\$ 71,319.56	\$0.00	21.09	0.00	21.09
Waste Connections of Tennessee Inc	\$ 78,341.12	\$0.00	19.20	0.00	19.20
Waste Pro	\$ 108,611.88	\$0.00	13.85	0.00	13.85

Red River Waste Solutions LP

Strengths: Company has been in business for over 60 years and has had same ownership all 60 years. Provided information regarding the company's financial stability. Provided information regarding relevant experience and staffing necessary to indicate company's ability to provide the requested services.

Weaknesses: Did not provide lead time necessary for contract startup. Proposal demonstrated limited experience of similar size and scope and did not provide detailed information of length of reference projects.

Republic Services

Strengths: 99.9 percent pickup rate. Over 27,000 municipal contracts. Detailed lead time necessary for contract startup. Detailed regional resources such as equipment and staffing prepared to give help in case of emergency.

Weaknesses: Did not provide local organization chart or list of equipment. Did not provide the required number of reference projects of similar size and scope.

RFQ # 1022744 – WASTE COLLECTION

Route 3410 Continued

Waste Connections of Tennessee Inc.

Strengths: Firm has been in business over 20 years.

Weaknesses: Provided limited key staff which would be dedicated to this contract. Did not provide organizational chart, and did not provide required equipment/vehicle list. Provided very limited company history. Statement provided on company letterhead was not signed by authorized company personnel as required. Provided no lead time necessary for contract startup. Did not provide the required number reference projects of similar size and scope.

Waste Industries

Strengths: Company has rapid response team for emergency situations with over 40 locations. Company currently has numerous municipal and government service agreements and been in business for over 45 years.

Weaknesses: Did not provide the required number of reference projects of similar size and scope and did not provide contact information of reference projects submitted.

Waste Pro

Strengths: Proposal demonstrated detailed capacity to meet the lead time necessary for contract startup and detailed organizational chart. Company also provides driver safety bonuses and has been in business for over 17 years. Equipment uses state of the art technology.

Weaknesses: Did not provide staff qualifications and did not provide equipment list. Did not provide the required number of reference projects of similar size and scope.

RFQ # 1022744 – WASTE COLLECTION

Route 3412

Offeror	J.E. McMurtry Disposal	Red River Waste Solutions LP	Republic Services	Waste Connections of Tennessee Inc.	Waste Pro
Firm and Team Qualifications (25 points)	25.00	16.00	18.00	8.00	19.00
Team Experience (25 points)	17.00	16.00	19.00	5.00	20.00
Cost (50 Points)	17.12	40.00	21.24	19.37	13.95
Total Evaluation Scores (100 Points)	59.12	72.00	58.24	32.37	52.95

Solicitation Title & Number		RFP Cost Points	RFP SBE/SDV Points	Total Cost Points	
Waste Collection; RFQ 1022744		40	10	50	
Route 3412					
Offeror's Name	Total Bid Amount	SBE/SDV Participation Amount	RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
Red River Waste Solutions LP	\$ 42,199.98	\$0.00	40.00	0.00	40.00
Republic Services	\$ 79,456.52	\$0.00	21.24	0.00	21.24
Waste Connections of Tennessee Inc	\$ 87,127.04	\$0.00	19.37	0.00	19.37
J.E. McMurtry Disposal	\$ 98,593.04	\$0.00	17.12	0.00	17.12
Waste Pro	\$ 121,041.96	\$0.00	13.95	0.00	13.95

J.E. McMurtry Disposal

Strengths: Company has been in business for over 60 years and has had same ownership for all 60 years. Provided detailed explanation as to why the proposer would be the best choice. Detailed entire staff even down to the drivers. Experienced team with detailed knowledge of the community.

Weaknesses: Only provided 4 reference projects of similar size and scope and did not have detailed information on reference projects.

Red River Waste Solutions LP

Strengths: Company has been in business for over 60 years and has had same ownership all 60 years. Provided information regarding the company's financial stability. Provided information regarding relevant experience and staffing necessary to indicate company's ability to provide the requested services.

Weaknesses: Did not provide lead time necessary for contract startup. Proposal demonstrated limited experience of similar size and scope and did not provide detailed information of length of reference projects.

RFQ # 1022744 – WASTE COLLECTION

Route 3412 Continued

Republic Services

Strengths: 99.9 percent pickup rate. Over 27,000 municipal contracts. Detailed lead time necessary for contract startup. Detailed regional resources such as equipment and staffing prepared to give help in case of emergency.

Weaknesses: Did not provide local organization chart or list of equipment. Did not provide the required number of reference projects of similar size and scope.

Waste Connections of Tennessee Inc.

Strengths: Firm has been in business over 20 years.

Weaknesses: Provided limited key staff which would be dedicated to this contract. Did not provide organizational chart, and did not provide required equipment/vehicle list. Provided very limited company history. Statement provided on company letterhead was not signed by authorized company personnel as required. Provided no lead time necessary for contract startup. Did not provide the required number reference projects of similar size and scope.

Waste Pro

Strengths: Proposal demonstrated detailed capacity to meet the lead time necessary for contract startup and detailed organizational chart. Company also provides driver safety bonuses and has been in business for over 17 years. Equipment uses state of the art technology.

Weaknesses: Did not provide staff qualifications and did not provide equipment list. Did not provide the required number of reference projects of similar size and scope.

RFQ # 1022744 – WASTE COLLECTION**Route 3414**

Offeror	J.E. McMurtry Disposal	Red River Waste Solutions LP	Republic Services	Waste Connections of Tennessee Inc	Waste Industries	Waste Pro
Firm and Team Qualifications (25 points)	25.00	16.00	18.00	8.00	20.00	19.00
Team Experience (25 points)	17.00	16.00	19.00	5.00	19.00	20.00
Cost (50 points)	16.95	40.00	21.05	19.16	20.29	13.82
Total Evaluation Scores (100 Points)	58.95	72.00	58.05	32.16	59.29	52.82

Solicitation Title & Number		RFP Cost Points	RFP SBE/SDV Points	Total Cost Points	
Waste Collection; RFQ 1022744		40	10	50	
Route 3414.					
Offeror's Name	Total Bid Amount	SBE/SDV Participation Amount	RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
Red River Waste Solutions LP	\$ 36,464.37	\$0.00	40.00	0.00	40.00
Republic Services	\$ 69,285.32	\$0.00	21.05	0.00	21.05
Waste Industries	\$ 71,896.76	\$0.00	20.29	0.00	20.29
Waste Connections of Tennessee Inc	\$ 76,144.64	\$0.00	19.16	0.00	19.16
J.E. McMurtry Disposal	\$ 86,050.64	\$0.00	16.95	0.00	16.95
Waste Pro	\$ 105,504.36	\$0.00	13.82	0.00	13.82

J.E. McMurtry Disposal

Strengths: Company has been in business for over 60 years and has had same ownership for all 60 years. Provided detailed explanation as to why the proposer would be the best choice. Detailed entire staff even down to the drivers. Experienced team with detailed knowledge of the community.

Weaknesses: Only provided 4 reference projects of similar size and scope and did not have detailed information on reference projects.

Red River Waste Solutions LP

Strengths: Company has been in business for over 60 years and has had same ownership all 60 years. Provided information regarding the company's financial stability. Provided information regarding relevant experience and staffing necessary to indicate company's ability to provide the requested services.

Weaknesses: Did not provide lead time necessary for contract startup. Proposal demonstrated limited experience of similar size and scope and did not provide detailed information of length of reference projects.

RFQ # 1022744 – WASTE COLLECTION

Route 3414 Continued

Republic Services

Strengths: 99.9 percent pickup rate. Over 27,000 municipal contracts. Detailed lead time necessary for contract startup. Detailed regional resources such as equipment and staffing prepared to give help in case of emergency.

Weaknesses: Did not provide local organization chart or list of equipment. Did not provide the required number of reference projects of similar size and scope.

Waste Connections of Tennessee Inc.

Strengths: Firm has been in business over 20 years.

Weaknesses: Provided limited key staff which would be dedicated to this contract. Did not provide organizational chart, and did not provide required equipment/vehicle list. Provided very limited company history. Statement provided on company letterhead was not signed by authorized company personnel as required. Provided no lead time necessary for contract startup. Did not provide the required number reference projects of similar size and scope.

Waste Industries

Strengths: Company has rapid response team for emergency situations with over 40 locations. Company currently has numerous municipal and government service agreements and been in business for over 45 years.

Weaknesses: Did not provide the required number of reference projects of similar size and scope and did not provide contact information of reference projects submitted.

Waste Pro

Strengths: Proposal demonstrated detailed capacity to meet the lead time necessary for contract startup and detailed organizational chart. Company also provides driver safety bonuses and has been in business for over 17 years. Equipment uses state of the art technology.

Weaknesses: Did not provide staff qualifications and did not provide equipment list. Did not provide the required number of reference projects of similar size and scope.

RFQ # 1022744 – WASTE COLLECTION**Route 3416**

Offeror	Red River Waste Solutions LP	Republic Services	Waste Connections of Tennessee Inc.	Waste Pro
Firm and Team Qualifications (25 points)	16.00	18.00	8.00	19.00
Team Experience (25 points)	16.00	19.00	5.00	20.00
Cost (50 points)	40.00	21.17	19.29	13.90
Total Evaluation Scores (100 Points)	72.00	58.17	32.29	52.90

Solicitation Title & Number	RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
Waste Collection; RFQ 1022744 Route 3416	40	10	50

Offeror's Name	Total Bid Amount	SBE/SDV Participation Amount	RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
Red River Waste Solutions LP	\$ 39,762.35	\$0.00	40.00	0.00	40.00
Republic Services	\$ 75,133.76	\$0.00	21.17	0.00	21.17
Waste Connections of Tennessee Inc	\$ 82,459.52	\$0.00	19.29	0.00	19.29
Waste Pro	\$ 114,438.48	\$0.00	13.90	0.00	13.90

Red River Waste Solutions LP

Strengths: Company has been in business for over 60 years and has had same ownership all 60 years. Provided information regarding the company's financial stability. Provided information regarding relevant experience and staffing necessary to indicate company's ability to provide the requested services.

Weaknesses: Did not provide lead time necessary for contract startup. Proposal demonstrated limited experience of similar size and scope and did not provide detailed information of length of reference projects.

Republic Services

Strengths: 99.9 percent pickup rate. Over 27,000 municipal contracts. Detailed lead time necessary for contract startup. Detailed regional resources such as equipment and staffing prepared to give help in case of emergency.

Weaknesses: Did not provide local organization chart or list of equipment. Did not provide the required number of reference projects of similar size and scope.

Route 3416 Continued

Waste Connections of Tennessee Inc.

Strengths: Firm has been in business over 20 years.

Weaknesses: Provided limited key staff which would be dedicated to this contract. Did not provide organizational chart, and did not provide required equipment/vehicle list. Provided very limited company history. Statement provided on company letterhead was not signed by authorized company personnel as required. Provided no lead time necessary for contract startup. Did not provide the required number reference projects of similar size and scope.

Waste Pro

Strengths: Proposal demonstrated detailed capacity to meet the lead time necessary for contract startup and detailed organizational chart. Company also provides driver safety bonuses and has been in business for over 17 years. Equipment uses state of the art technology.

Weaknesses: Did not provide staff qualifications and did not provide equipment list. Did not provide the required number of reference projects of similar size and scope.

RFQ # 1022744 – WASTE COLLECTION**Route 3510**

Offeror	Red River Waste Solutions LP	Republic Services	Waste Connections of Tennessee Inc	Waste Pro
Firm and Team Qualifications (25 points)	16.00	18.00	8.00	19.00
Team Experience (25 points)	16.00	19.00	5.00	20.00
Cost (50 points)	40.00	21.18	19.30	13.90
Total Evaluation Scores (100 Points)	72.00	58.18	32.30	52.90

Solicitation Title & Number	RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
Waste Collection; RFQ 1022744	40	10	50
Route 3510			

Offeror's Name	Total Bid Amount	SBE/SDV Participation Amount	RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
Red River Waste Solutions LP	\$ 40,049.13	\$0.00	40.00	0.00	40.00
Republic Services	\$ 75,642.32	\$0.00	21.18	0.00	21.18
Waste Connections of Tennessee Inc	\$ 83,008.64	\$0.00	19.30	0.00	19.30
Waste Pro	\$ 115,215.36	\$0.00	13.90	0.00	13.90

Red River Waste Solutions LP

Strengths: Company has been in business for over 60 years and has had same ownership all 60 years. Provided information regarding the company's financial stability. Provided information regarding relevant experience and staffing necessary to indicate company's ability to provide the requested services.

Weaknesses: Did not provide lead time necessary for contract startup. Proposal demonstrated limited experience of similar size and scope and did not provide detailed information of length of reference projects.

Republic Services

Strengths: 99.9 percent pickup rate. Over 27,000 municipal contracts. Detailed lead time necessary for contract startup. Detailed regional resources such as equipment and staffing prepared to give help in case of emergency.

Weaknesses: Did not provide local organization chart or list of equipment. Did not provide the required number of reference projects of similar size and scope.

RFQ # 1022744 – WASTE COLLECTION

Route 3510 Continued

Waste Connections of Tennessee Inc.

Strengths: Firm has been in business over 20 years.

Weaknesses: Provided limited key staff which would be dedicated to this contract. Did not provide organizational chart, and did not provide required equipment/vehicle list. Provided very limited company history. Statement provided on company letterhead was not signed by authorized company personnel as required. Provided no lead time necessary for contract startup. Did not provide the required number reference projects of similar size and scope.

Waste Pro

Strengths: Proposal demonstrated detailed capacity to meet the lead time necessary for contract startup and detailed organizational chart. Company also provides driver safety bonuses and has been in business for over 17 years. Equipment uses state of the art technology.

Weaknesses: Did not provide staff qualifications and did not provide equipment list. Did not provide the required number of reference projects of similar size and scope.

RFQ # 1022744 – WASTE COLLECTION

Route 3512

Offeror	J.E. McMurtry Disposal	Red River Waste Solutions LP	Republic Services	Waste Connections of Tennessee Inc	Waste Pro
Firm and Team Qualifications (25 points)	25.00	16.00	18.00	8.00	19.00
Team Experience (25 points)	17.00	16.00	19.00	5.00	20.00
Cost (50 points)	17.06	40.00	21.18	19.30	13.91
Total Evaluation Scores (100 Points)	59.06	72.00	58.18	32.30	52.91

Solicitation Title & Number	RFP Cost Points	SBE/SDV Points	Total Cost Points
Waste Collection; RFQ 1022744	40	10	50
Route 3512			

Offeror's Name	Total Bid Amount	SBE/SDV Participation Amount	RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
Red River Waste Solutions LP	\$ 40,096.92	\$0.00	40.00	0.00	40.00
Republic Services	\$ 75,727.08	\$0.00	21.18	0.00	21.18
Waste Connections of Tennessee Inc	\$ 83,100.16	\$0.00	19.30	0.00	19.30
J.E. McMurtry Disposal	\$ 93,994.16	\$0.00	17.06	0.00	17.06
Waste Pro	\$ 115,344.84	\$0.00	13.91	0.00	13.91

J.E. McMurtry Disposal

Strengths: Company has been in business for over 60 years and has had same ownership for all 60 years. Provided detailed explanation as to why the proposer would be the best choice. Detailed entire staff even down to the drivers. Experienced team with detailed knowledge of the community.

Weaknesses: Only provided 4 reference projects of similar size and scope and did not have detailed information on reference projects.

Red River Waste Solutions LP

Strengths: Company has been in business for over 60 years and has had same ownership all 60 years. Provided information regarding the company's financial stability. Provided information regarding relevant experience and staffing necessary to indicate company's ability to provide the requested services.

Weaknesses: Did not provide lead time necessary for contract startup. Proposal demonstrated limited experience of similar size and scope and did not provide detailed information of length of reference projects.

RFQ # 1022744 – WASTE COLLECTION

Route 3512 Continued

Republic Services

Strengths: 99.9 percent pickup rate. Over 27,000 municipal contracts. Detailed lead time necessary for contract startup. Detailed regional resources such as equipment and staffing prepared to give help in case of emergency.

Weaknesses: Did not provide local organization chart or list of equipment. Did not provide the required number of reference projects of similar size and scope.

Waste Connections of Tennessee Inc.

Strengths: Firm has been in business over 20 years.

Weaknesses: Provided limited key staff which would be dedicated to this contract. Did not provide organizational chart, and did not provide required equipment/vehicle list. Provided very limited company history. Statement provided on company letterhead was not signed by authorized company personnel as required. Provided no lead time necessary for contract startup. Did not provide the required number reference projects of similar size and scope.

Waste Pro

Strengths: Proposal demonstrated detailed capacity to meet the lead time necessary for contract startup and detailed organizational chart. Company also provides driver safety bonuses and has been in business for over 17 years. Equipment uses state of the art technology.

Weaknesses: Did not provide staff qualifications and did not provide equipment list. Did not provide the required number of reference projects of similar size and scope.

RFQ # 1022744 – WASTE COLLECTION

Route 3514

Offeror	Red River Waste Solutions LP	Republic Services	Waste Connections of Tennessee Inc	Waste Pro
Firm and Team Qualifications (25 points)	16.00	18.00	8.00	19.00
Team Experience (25 points)	16.00	19.00	5.00	20.00
Cost (50 points)	40.00	21.27	19.41	13.96
Total Evaluation Scores (100 Points)	72.00	58.27	32.41	52.96

Solicitation Title & Number	RFP Cost Points	SBE/SDV Points	Total Cost Points
Waste Collection; RFQ 1022744	40	10	50
Route 3514			

Offeror's Name	Total Bid Amount	SBE/SDV Participation Amount	RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
Red River Waste Solutions LP	\$ 43,251.51	\$0.00	40.00	0.00	40.00
Republic Services	\$ 81,321.24	\$0.00	21.27	0.00	21.27
Waste Connections of Tennessee Inc	\$ 89,140.48	\$0.00	19.41	0.00	19.41
Waste Pro	\$ 123,890.52	\$0.00	13.96	0.00	13.96

Red River Waste Solutions LP

Strengths: Company has been in business for over 60 years and has had same ownership all 60 years. Provided information regarding the company's financial stability. Provided information regarding relevant experience and staffing necessary to indicate company's ability to provide the requested services.

Weaknesses: Did not provide lead time necessary for contract startup. Proposal demonstrated limited experience of similar size and scope and did not provide detailed information of length of reference projects.

Republic Services

Strengths: 99.9 percent pickup rate. Over 27,000 municipal contracts. Detailed lead time necessary for contract startup. Detailed regional resources such as equipment and staffing prepared to give help in case of emergency.

Weaknesses: Did not provide local organization chart or list of equipment. Did not provide the required number of reference projects of similar size and scope.

RFQ # 1022744 – WASTE COLLECTION

Route 3514 Continued

Waste Connections of Tennessee Inc.

Strengths: Firm has been in business over 20 years.

Weaknesses: Provided limited key staff which would be dedicated to this contract. Did not provide organizational chart, and did not provide required equipment/vehicle list. Provided very limited company history. Statement provided on company letterhead was not signed by authorized company personnel as required. Provided no lead time necessary for contract startup. Did not provide the required number reference projects of similar size and scope.

Waste Pro

Strengths: Proposal demonstrated detailed capacity to meet the lead time necessary for contract startup and detailed organizational chart. Company also provides driver safety bonuses and has been in business for over 17 years. Equipment uses state of the art technology.

Weaknesses: Did not provide staff qualifications and did not provide equipment list. Did not provide the required number of reference projects of similar size and scope.

RFQ # 1022744 – WASTE COLLECTION

Route 3516

Offeror	Red River Waste Solutions LP	Republic Services	Waste Connections of Tennessee Inc	Waste Pro
Firm and Team Qualifications (25 points)	16.00	18.00	8.00	19.00
Team Experience (25 points)	16.00	19.00	5.00	20.00
Cost (50 points)	40.00	21.11	19.22	13.86
Total Evaluation Scores (100 Points)	72.00	58.11	32.22	52.86

Solicitation Title & Number		RFP Cost Points	RFP SBE/SDV Points	Total Cost Points	
Waste Collection; RFQ 1022744		40	10	50	
Route 3516					
Offeror's Name	Total Bid Amount	SBE/SDV Participation Amount	RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
Red River Waste Solutions LP	\$ 37,993.87	\$0.00	40.00	0.00	40.00
Republic Services	\$ 71,997.64	\$0.00	21.11	0.00	21.11
Waste Connections of Tennessee Inc	\$ 79,073.28	\$0.00	19.22	0.00	19.22
Waste Pro	\$ 109,647.72	\$0.00	13.86	0.00	13.86

Red River Waste Solutions LP

Strengths: Company has been in business for over 60 years and has had same ownership all 60 years. Provided information regarding the company's financial stability. Provided information regarding relevant experience and staffing necessary to indicate company's ability to provide the requested services.

Weaknesses: Did not provide lead time necessary for contract startup. Proposal demonstrated limited experience of similar size and scope and did not provide detailed information of length of reference projects.

Republic Services

Strengths: 99.9 percent pickup rate. Over 27,000 municipal contracts. Detailed lead time necessary for contract startup. Detailed regional resources such as equipment and staffing prepared to give help in case of emergency.

Weaknesses: Did not provide local organization chart or list of equipment. Did not provide the required number of reference projects of similar size and scope.

RFQ # 1022744 – WASTE COLLECTION

Route 3516 Continued

Waste Connections of Tennessee Inc.

Strengths: Firm has been in business over 20 years.

Weaknesses: Provided limited key staff which would be dedicated to this contract. Did not provide organizational chart, and did not provide required equipment/vehicle list. Provided very limited company history. Statement provided on company letterhead was not signed by authorized company personnel as required. Provided no lead-time necessary for contract startup. Did not provide the required number reference projects of similar size and scope.

Waste Pro

Strengths: Proposal demonstrated detailed capacity to meet the lead time necessary for contract startup and detailed organizational chart. Company also provides driver safety bonuses and has been in business for over 17 years. Equipment uses state of the art technology.

Weaknesses: Did not provide staff qualifications and did not provide equipment list. Did not provide the required number of reference projects of similar size and scope.

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Contract Purchase Agreement 428204,0

Contract Standards Deviations

Contract Purchase Agreement 428204.0: Contract Standards Deviations - 17-May-2018

Supplier	Red River Waste Solutions LP	Supplier Site	RRWS
Buyer	TROUP, TERRI R	Amount	2000000.00

Contract Template: MASTER Goods and Services Contract

Deviation Summary

Clause Deviations

Category	Non-Standard clauses	
Deviation	Section	Clause Title
Non-Standard clause added	7. BONDS	7.1. Surety Bonds
Non-Standard clause added	8. INSURANCE	8.4. 188:Population Liability Insurance
Standard clause modified	1. GOODS AND SERVICES CONTRACT	1.1. 37:Heading
Standard clause modified	2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:	2.1. 35:Duties and Responsibilities
Standard clause modified	3. CONTRACT TERM	3.1. 36:Contract Term
Standard clause modified	4. COMPENSATION	4.1. 38:Contract Value
Standard clause modified	4. COMPENSATION	4.4. 27:Escalation/De-escalation
Standard clause modified	8. INSURANCE	8.5. 53:Worker's Compensation Insurance

Category	Standard clauses missing	
Deviation	Section	Clause Title
Optional clause removed	6. NONDISCRIMINATION	6.3. 44:Procurement Nondiscrimination Program Requirement
Optional clause removed	7. INSURANCE	7.2. 50:Products Liability Insurance

Policy Deviations

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

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Contract Purchase Agreement 428204,0

Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	7.1. Surety Bonds
Section	7. BONDS
Deviation	Non-Standard clause added

Clause Text

CONTRACTOR shall furnish a performance bond to METRO in the amount of \$400,000.00 for the first initial year of the contract term. CONTRACTOR shall submit a new bond annually for the amount to be determined based on prior years' financial performance. The bond shall set forth a penal sum limited to the amount of \$400,000.00 or the annual bond value which is one year's work of exposure. CONTRACTOR and/or the Surety will only be financially responsible for one year worth of exposure, \$400,000.00, or the annual bond value if CONTRACTOR should default on the contract. The bond furnished by CONTRACTOR shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bond. The performance bond furnished by CONTRACTOR shall be in a form suitable to METRO and shall be executed by a surety licensed to do business in Tennessee and reasonably acceptable to METRO. The bond shall be accompanied by a power of attorney indicating that the person executing the bond is doing so on behalf of the surety. The power of attorney shall have been conferred upon the attorney-in-fact prior to the date of the bond. The power of attorney shall show the date of appointment of the attorney-in-fact and that the appointment and powers have not been revoked and remain in effect.

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Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	8.4. 188:Population Liability Insurance
Section	8. INSURANCE
Deviation	Non-Standard clause added

Clause Text

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

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Contract Purchase Agreement 428204,0

Contract Standards Deviations

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

Clause Text

This contract is initiated by and between The Metropolitan Government of Nashville and Davidson County ("METRO") and Red River Waste Solutions, LP ("CONTRACTOR") located at 4004 E. US Hwy 290 W, Dripping Springs, TX 78620-3236. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
 - *Exhibit A-Pricing*
- *The solicitation documentation for RFQ# 1022744 and affidavit(s) (all made a part of this contract by reference),*
- *Purchase Orders (and PO Changes),*
- *CONTRACTOR's response to the solicitation.*

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

Comparison to Standard

This contract is initiated by and between The Metropolitan Government of Nashville and Davidson County ("METRO") and ~~Enter Legal Name~~ Red River Waste Solutions, LP ("CONTRACTOR") located at ~~Enter Address, City, ST ZIP~~ 4004 E. US Hwy 290 W, Dripping Springs, TX 78620-3236. This Contract consists of the following documents:

- Any properly executed contract amendment (most recent with first priority),
- This document, including exhibits,
 - Exhibit A-Pricing
- The solicitation documentation for RFQ# ~~[Enter Number]~~ 1022744 and affidavit(s) (all made a part of this contract by reference),
- Purchase Orders (and PO Changes),
- CONTRACTOR's response to the ~~solicitation,~~

~~Procurement Nondiscrimination Program forms (incorporated by reference):~~ solicitation.

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



Contract Standards Deviations

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

Clause Text

CONTRACTOR agrees to provide weekly waste collection at approximately 7,200 addresses in newly annexed areas with in Districts 7, 8, and 9 of Davidson County. The actually number of addresses the CONTRACTOR may be required to service may increase or decrease during the contract period.

Comparison to Standard

CONTRACTOR agrees to provide ~~the goods and/or services as briefly described below and more fully defined~~ weekly waste collection at approximately 7,200 addresses in newly annexed areas with in Districts 7, 8, and 9 of Davidson County. The actually number of addresses ~~the solicitation.~~ CONTRACTOR may be required to service may increase or decrease during the contract period.



Contract Standards Deviations

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

Clause Text

The Contract Term will begin on July 1, 2018 once the Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end (60) months from July 1, 2018. In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

Comparison to Standard

~~The Contract Term will begin on July 1, 2018 once the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end [INSERT END DATE OR AT PROJECT COMPLETION] or when METRO ceases to use any Products and/or Services purchased, licensed, leased, rented, or otherwise acquired (60) months from CONTRACTOR. These terms which by their nature are intended to survive the expiration of this Contract shall so survive.~~

~~[FIRST TWO SENTENCES OF THE NEXT PARAGRAPH MAY BE REMOVED IF THE CONTRACT CANNOT BE EXTENDED]~~

~~This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in July 1, 2018. In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.~~

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Contract Purchase Agreement 428204,0

Contract Standards Deviations

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

Clause Text

This Contract has an estimated value of \$2,000,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

Comparison to Standard

This Contract has an estimated value of ~~-\$Agreement Amount~~, \$2,000,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.



Contract Standards Deviations

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

Clause Text

This contract is eligible for annual escalation/de-escalation adjustments by either the CONTRACTOR or Metro. The maximum annual escalation/de-escalation adjustments that can be requested is 3%. The request for adjustment must include current pricing structure, proposed pricing adjustment, percentage change, and the appropriate consumer price index (All Urban Consumers Index). Any request made by the CONTRACTOR must be submitted to the department for review no less than ninety (90) days prior to July 1st of each year of the contract by the CONTRACTOR. The request, including departmental approval and documentation, must be submitted to the Purchasing Agent no less than sixty (60) days to July 1st of each year of the contract by the CONTRACTOR. Any such adjustment shall become effective on July 1st each year of the Contract.

Comparison to Standard

~~This Contract contract is eligible for annual escalation/de-escalation adjustments. adjustments by either the CONTRACTOR or Metro. The maximum annual escalation/de-escalation adjustments that can be requested is 3%. The request for adjustment must be in accordance with Exhibit A include current pricing structure, proposed pricing adjustment, percentage change, and submitted the appropriate consumer price index (All Urban Consumers index). Any request made by the CONTRACTOR must be submitted to the department for review no less than ninety (90) days prior to July 1st of each year of the contract by the CONTRACTOR. The request, including departmental approval and documentation, must be submitted to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary July 1st of the filing each year of this Contract with the METRO Clerk's Office. Any such adjustment, if approved contract by the Purchasing Agent, CONTRACTOR. Any such adjustment shall become effective on the anniversary of the filing July 1st each year of this Contract with the METRO Clerk's Office. Contract.~~



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	8.5. 53: Worker's Compensation Insurance
Section	8. INSURANCE
Deviation	Standard clause modified

Clause Text

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.

Comparison to Standard

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).~~ Tennessee.

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Contract Purchase Agreement 428204,0

Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	6.3. 44:Procurement Nondiscrimination Program Requirement
Section	6. NONDISCRIMINATION
Deviation	Optional clause removed

Clause Text

The consideration and contact of minority-owned and/or woman-owned business enterprises is required for a responsive offer to most solicitations. The provision of the Procurement Nondiscrimination Program documents shall be part of each applicable solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the Procurement Nondiscrimination Program, if applicable, in the execution of this Contract.

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Contract Purchase Agreement 428204,0

Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	7.2. 50:Products Liability Insurance
Section	7. INSURANCE
Deviation	Optional clause removed

Clause Text

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/3/2018

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 Arthur J. Gallagher Risk Management Services, Inc. 615 East Britton Road Oklahoma City OK 73114		CONTACT NAME: Janet Neal PHONE (A/C, No., Ext): 405-639-3805 FAX (A/C, No): 866-855-8998 E-MAIL ADDRESS: janet_neal@ajg.com	
INSURED Red River Waste Solutions LP 4004 E. US Hwy. 290 W. Dripping Springs, TX 78620-3236		INSURER(S) AFFORDING COVERAGE INSURER A : Greenwich Insurance Company NAIC # 22322 INSURER B : XL Specialty Insurance Company 37885 INSURER C : Indian Harbor Insurance Company 36940 INSURER D : INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER: 821775630 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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GEC300087203	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AEC004618503 AEC004618603 AEC004618703	7/1/2018 7/1/2018 7/1/2018	7/1/2019 7/1/2019 7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UEC004618203	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	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	WEC300087303	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution			PEC004619903	7/1/2018	7/1/2019	Each Poll Condition 10,000,000 Aggregate 10,000,000 Deductible 25,000

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 numbered CG2010 and CG2037, edition 04/13 and automobile liability additional insured endorsement numbered XIC411, edition 10/13.

CERTIFICATE HOLDER Purchasing Agent, Metropolitan Government of Nashville and Davidson County Metro Courthouse Nashville TN 37201 USA	CANCELLATION 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
--	--

Certificate Of Completion

Envelope Id: AD375AC70F8F491A869C00B28403F5B2	Status: Sent
Subject: Metro Contract 428204 with Red River Waste Solutions, LP (Public Works)	
Source Envelope:	
Document Pages: 52	Signatures: 3
Certificate Pages: 17	Initials: 7
AutoNav: Enabled	
EnvelopeId Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-06:00) Central Time (US & Canada)	Procurement Resource Group
	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.190

Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
6/4/2018 4:13:16 PM	prg@nashville.gov	

Signer Events

Signature	Timestamp
<p>Terri R Troup terri.troup@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Sent: 6/4/2018 4:21:58 PM Viewed: 6/5/2018 7:42:20 AM Signed: 6/5/2018 7:44:17 AM</p>
<p>Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Sent: 6/5/2018 7:44:19 AM Viewed: 6/10/2018 9:23:51 PM Signed: 6/10/2018 9:23:55 PM</p>
<p>Sharon Wahlstrom Sharon.Wahlstrom@nashville.gov Security Level: Email, Account Authentication (None) Using IP Address: 170.190.198.240</p>	<p>Sent: 6/10/2018 9:23:58 PM Viewed: 6/11/2018 9:57:03 AM Signed: 6/11/2018 10:58:00 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 6/11/2018 9:57:03 AM ID: b47a634d-598f-4fe9-a105-4e6ef528c58b</p>	
<p>Alicia Viravouth Alicia.Viravouth@nashville.gov Security Level: Email, Account Authentication (None) Using IP Address: 170.190.198.190</p>	<p>Sent: 6/11/2018 10:58:03 AM Viewed: 6/12/2018 7:45:42 AM Signed: 6/12/2018 7:46:05 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 6/12/2018 7:45:42 AM ID: 2b775ac4-3655-479d-8d94-cc70044411df</p>	

Signer Events	Signature	Timestamp
<p>Steve W. Smith steve@rrws.com Vice President od Business Development Red River Waste Solutions, LP Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 6/27/2018 12:55:40 PM ID: e6611f94-0004-4c27-ab7c-baf8c0401852</p>	<p><i>Steve W. Smith</i></p> <p>Using IP Address: 24.227.164.55</p>	<p>Sent: 6/12/2018 7:46:08 AM Resent: 6/27/2018 7:46:14 AM Resent: 6/27/2018 12:29:07 PM Resent: 6/27/2018 12:29:26 PM Resent: 6/27/2018 12:29:51 PM Viewed: 6/27/2018 12:55:40 PM Signed: 6/27/2018 1:13:22 PM</p>
<p>Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Michelle A. Hernandez Lane</i></p> <p>Using IP Address: 170.190.198.190</p>	<p>Sent: 6/27/2018 1:13:25 PM Viewed: 6/28/2018 12:05:19 PM Signed: 6/28/2018 12:05:41 PM</p>
<p>Mark Sturtevant Mark.Sturtevant@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 6/28/2018 1:30:50 PM ID: a1846ee2-b1f2-48d2-88b0-21ab5ba30c3d</p>	<p><i>MS</i></p> <p>Using IP Address: 170.190.198.185</p>	<p>Sent: 6/28/2018 12:05:44 PM Viewed: 6/28/2018 1:30:50 PM Signed: 7/2/2018 1:16:16 PM</p>
<p>Anthony Neumaier tony.neumaier@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/14/2014 1:44:52 PM ID: 2e2f05e2-4572-47e6-9522-63ea06f33a0d</p>	<p><i>AN</i></p> <p>Using IP Address: 174.195.130.40 Signed using mobile</p>	<p>Sent: 7/2/2018 1:16:20 PM Viewed: 7/2/2018 1:22:11 PM Signed: 7/2/2018 1:22:32 PM</p>
<p>Talia Lomax O'dneal talia.lomaxodneal@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/2/2018 1:46:24 PM ID: fd7668f9-be62-4032-ad0e-f87c3417e4a9</p>	<p><i>Talia Lomax O'dneal</i></p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 7/2/2018 1:22:35 PM Viewed: 7/2/2018 1:46:24 PM Signed: 7/2/2018 1:46:35 PM</p>
<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/10/2018 3:31:53 PM ID: e7ce76cb-be92-4b4a-b859-41321286f59b</p>	<p>Completed</p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 7/10/2018 3:30:56 PM Viewed: 7/10/2018 3:31:53 PM Signed: 7/10/2018 3:34:41 PM</p>

Signer Events	Signature	Timestamp
Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)	<i>BC</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 7/10/2018 3:34:46 PM Viewed: 7/10/2018 4:59:12 PM Signed: 7/13/2018 4:00:48 PM

Electronic Record and Signature Disclosure:
Accepted: 7/13/2018 3:27:15 PM
ID: a177b6ae-f39d-4f45-af9f-62a4396c0be2

Judy Cantlon judy.cantlon@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 7/2/2018 1:46:38 PM Resent: 7/13/2018 4:00:53 PM
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Electronic Record and Signature Disclosure:
Accepted: 6/27/2018 12:49:47 PM
ID: 6401ee34-c368-4154-8f3f-1dbb7b52db4e

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 7/10/2018 3:34:44 PM Resent: 7/13/2018 3:54:32 PM Viewed: 7/10/2018 3:35:47 PM
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Electronic Record and Signature Disclosure:
Accepted: 7/10/2018 3:35:47 PM
ID: 2b235673-a4e4-4004-86ab-18c6184421b6

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Tara Ladd tara.ladd@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/13/2018 4:00:51 PM Viewed: 7/16/2018 10:59:07 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Elizabeth Waites Elizabeth.Waites@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/13/2018 4:00:53 PM Viewed: 7/13/2018 4:54:12 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Bryan Gleason bryan.gleason@nashville.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
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Amy Schuler
amy.schuler@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kristin Kumrow
Kristin.Kumrow@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/13/2018 4:00:53 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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 asures, 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 proration. 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

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