# **Contract Amendment Abstract**

Contract Amendment Information
Contract Title: Tire Management Services for Scrap Tires
Amendment Summary: Amend clause 3.1 Contract Term to extend contract to 84 months. Amend clause 4.1
Contract Value to add \$3,000,000.00 for a revised contract total of \$6,000,000.00 and removes and replaces
Exhibit A – Pricing Information. Amend clause 7.1 Proof of Insurance and add Boycott of Israel as clause 8.16
and renumber each subsequent clause.
Contract Number: 6490604 Amendment Number: 1 Request Number: A2026007
Type of Contract: IDIQ Contract Requires Council Legislation: Yes
High Risk Contract (Per Finance Department Contract Risk Management Policy): Yes
Sexual Harassment Training Required (per BL2018-1281): Yes
Contract Start Date: 05/28/2021 Contract Expiration Date: 05/27/2028 Contract Term: 84 Months
Previous Estimated Contract Life Value: \$3,000,000.00
Amendment Value: \$3,000,000.00 Fund: 30503 *
New Estimated Contract Life Value: \$6,000,000.00 BU: 42701300 *
* ( Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)
Payment Terms: Net 30 Selection Method: RFP
Procurement Staff: Jan Harvey BAO Staff: Jeremy Frye
Procuring Department: NDOT Department(s) Served: NDOT
Prime Contractor Information
Prime Contracting Firm: LTR Intermediate Holdings, Inc. dba Liberty Tire Recycling, LLC ISN#: 14141
Address: 600 River Avenue City: Pittsburgh State: PA Zip: 15212 Phone #: 404-561-7958
Prime Contractor is a Uncertified/Unapproved: SBE   SDV   MBE   WBE   LGBTBE   (select/check
Prime Company Contact: John Dillon Email Address: JDillon@libertytire.com
Prime Contractor Signatory: Scott Fowler Email Address: SFowler@libertytire.com
Business Participation for Entire Contract
Small Business and Service Disabled Veteran Business Program: No SBE/SDV participation
Amount: N/A Percent, if applicable: N/A
Equal Business Opportunity Program:  Program Not Applicable
MBE Amount: N/A MBE Percent, if applicable: N/A
WBE Amount: N/A WBE Percent, if applicable: N/A
Federal Disadvantaged Business Enterprise:
Amount: N/A Percent, if applicable: N/A
Note: Amounts and/or percentages are not exclusive.  B2GNow (Contract Compliance Monitoring): No





# AMENDMENT NUMBER 1 TO CONTRACT NUMBER 6490604 BETWEEN

# THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND LTR INTERMEDIATE HOLDINGS, INC. dba LIBERTY TIRE RECYCLING, LLC

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and LTR INTERMEDIATE HOLDINGS, INC. dba LIBERTY TIRE RECYCLING, LLC located in PITTSBURGH, PA.

### WITNESSETH

**WHEREAS**, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated MAY 28, 2021, Metro Contract numbered 6490604, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

- 1. Amend clause 3.1 Contract Term to extend contract to 84 months. Amended clause shall read as follows:
  - "The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end (84) months from the date of filing with the Metropolitan Clerk's Office. In no event shall the term of this Contract exceed eighty-four (84) months from the date of filing with the Metropolitan Clerk's Office."
- 2. Amend clause 4.1 Contract Value to add \$3,000,000.00 for a revised contract total of \$6,000,000.00. Amended clause shall read as follows:
  - "This Contract has an estimated value of \$6,000,000.00. 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."
- 3. Removes and replaces Exhibit A Pricing Information to reflect clarified rates and tire types.
- 4. Amend clause 7.1 Proof of Insurance to remove the requirement to identify the project name, RFQ or Contract number on the ACORD document. The amended clause shall read as follows:
  - "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 on the ACORD document."



5. Insert Boycott of Israel clause as 8.16 and renumber each subsequent clause. Inserted clause shall read as follows:

### "Boycott of Israel

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

This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number	6490604
Amendment Numl	ber <u>1</u>

THE METROPOLITAN GOVERNMENT ON NASHVILLE AND DAVIDSON COUNTY	<b>)</b> F	CONTRACTOR
APPROVED AS TO PROJECT SCOPE:		
Dept. / Agency / Comm. Head or Board Chair.  APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:	CCC Dept. Fin.	Liberty Tire Recycling LLC  Company Name  Suff Fowler  Signature of Company's Contracting Officer  Scott Fowler
Purchasing Agent	AU Purchasing	Officer's Name  RVP  Officer's Title
APPROVED AS TO AVAILABILITY OF FU	JNDS:	
Jenneen Keed/Mill	## BA	
APPROVED AS TO FORM AND LEGALIT	Y:	
Phylinda Kamsey  Metropolitan Attorney	<b>B</b> Insurance	
Metropolitan Mayor	COO	
ATTESTED:		
Metropolitan Clerk	Date	

## **Exhibit A - Pricing Information Contract 6490604**

### **Section 1-Approved List**

In no event shall scrap tires be collected or received from a retailer or site not previously approved by Metro. In no event shall Metro be responsible for reimbursement of tires collected from a retailer or site not previously approved by Metro.

### Section 2-Applicable Costs

Item #	Description	Unit of Measure	Current Unit Price
1	Cost per tire for scrap tires	Each	\$0.97
2*	Cost per tire for commercial tires	<del>Each</del>	<del>\$5.67</del>
3	Cost per tire for rim removal	Each	\$1.55
4*	Cost per tire for commercial tires	<del>Each</del>	<del>\$5.67</del>
5	Cost per tire for tires which do not qualify for TDEC reimbursement	Each	\$2.06
6	Cost per ton for scrap tires	Ton	\$97.38
<del>7*</del>	Cost per ton for commercial tires	<del>Ton</del>	<del>\$113.30</del>
8	Cost per ton for tires which do not qualify for TDEC reimbursement	Ton	\$206.00
	Fees that may be assessed if applicable		
9	Cost per ton for the contamination fee that will be assessed on tires that both Liberty Tire and Metro agree to be contaminated. Contaminated is defined as caked on dirt on the outside of the tire and/or dirt and/or debris inside the tire that would generate additional manpower and expense to remove contamination before normal processing can be achieved. Metro will have the opportunity to clean tires mutually agreed upon as contaminated, to eliminate	Ton	\$154.50
10	Cost per ton for mixed loads (car, commercial truck, tires on rims in same trailer)	Ton	\$128.75
<del>11*</del>	Cost per trailer per month rent that is charged directly to the tire retailer that Liberty Tire provides trailers for their tire collections. Not charged to the county.	Monthly	<del>\$257.50</del>
	Maximum Percentage of Escalation	3.009	<u> </u>

What index will be used when submitting an escalation/de-escalation request? (CPI, PPI, etc.)	СРІ	

<sup>\*</sup> Items pricing is no longer valid as of July 1, 2025.

### Notes:

Average historical weight per scrap tire is 20 pounds and per commercial tire is 100 pounds. Metro shall be informed by the contractor of any contaminated loads and allow Metro the opportunity to cleanup the load before being penalized or assessed any fees.

ACORD®

### CERTIFICATE OF LIABILITY INSURANCE

11/1/2025

DATE (MM/DD/YYYY) 10/31/2024

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).

tilis cei	this certificate does not comer rights to the certificate noticer in fled of such endorsement(s).			
PRODUCER	Lockton Companies, LLC	CONTACT NAME:		
	3280 Peachtree Road NE, Suite #1000	PHONE (A/C, No. Ext):	FAX (A/C, No):	
	Atlanta GA 30305 (404) 460-3600	E-MAIL ADDRESS:		
	(404) 400-3000	INSURER(S) AFFORDING COVERAGE	N	IAIC#
		INSURER A: Ascot Specialty Insurance Compar	ıy	45055
INSURED	Liberty Tire Recycling Holdco, LLC	INSURER B: Harleysville Insurance Company of N	ew York	10674
1383909		INSURER C: AIU Insurance Company		19399
	Pittsburgh PA 15212	INSURER D : Colony Insurance Company		39993
		INSURER E: AXIS Surplus Insurance Company	,	26620
		INSURER F: National Union Fire Ins Co Pitts. I	PA	19445

COVERAGES CERTIFICATE NUMBER: 13193561 REVISION NUMBER: XXXXXXX

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.

E	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR LTR	1	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	X	CLAIMS-MADE X OCCUR	Y	N	ENPL2210000849-03	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 2,000,000  DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000			
	X	Incl Prod Pollution						MED EXP (Any one person) \$ 25,000			
1								PERSONAL & ADV INJURY \$ 2,000,000			
1		POLICY X PRO- X LOC						GENERAL AGGREGATE \$ 2,000,000			
	X	POLICY X JECT X LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000 \$			
F	AU1	OMOBILE LIABILITY	Y	N	4888747	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT \$ 2,000,000			
	X	ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXX			
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident) \$ XXXXXXX			
1		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ XXXXXXX			
$\vdash$								\$ XXXXXXX			
В	X	UMBRELLA LIAB X OCCUR	N	N	CRA0000008	11/15/2022	11/1/2025	EACH OCCURRENCE \$ 5,000,000			
		EXCESS LIAB CLAIMS-MADE						AGGREGATE \$ 5,000,000			
<u></u>		DED RETENTION \$						\$ XXXXXXX			
C		RKERS COMPENSATION EMPLOYERS' LIABILITY Y/N		N	WC 062790857 (AOS)	11/1/2024	11/1/2025	X PER OTH-ER			
C	ANY	PROPRIETOR/PARTNER/EXECUTIVE -	N/A		WC 062790859(WI)	11/1/2024	11/1/2025	E.L. EACH ACCIDENT \$ 1,000,000			
	(Mar	idatory in NH)						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000			
	DES	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000			
Е	Pol	lution Liability	N	N	ECZ676410/01/2024	11/1/2024	11/1/2025	\$10M per claim/\$10M Aggregate			
D	Exc	ess Liability			EXO4281635	11/1/2024	11/1/2025	\$5M Occ/\$5M Aggregate			

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

RE: Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement and automobile liability additional insured endorsement. RFQ #106211.

CERTIFICATE HOLDER CANCELLATION See Attachment

13193561

Purchasing Agent, Metropolitan Government of Nashville & Davidson County Metro Courthouse Nashville TN 37201 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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### Named Insureds:

LTR Intermediate Holdings, Inc.

Liberty Tire Recycling Holdco, LLC

Liberty Tire Recycling Finance, Inc.

Liberty Tire Services, LLC

Liberty Tire Recycling, LLC

Liberty/Lakin National Tire Recycling, LLC

Liberty Tire Services of Ohio, LLC

Liberty Tire Services of North Carolina, LLC

LTS Management, LLC

Quality Tire Recycling, LLC

LTR Products, LLC

U.S. Tire Recycling Partners LP.

U.S. Tire Holdings, LLC

B.T. Sanitation Service, Inc.

Central Carolina Holdings, LLC

Auburndale Recycling Center, Inc.

Lakin Tire West, LLC

Lakin Tire East, Incorporated

Liberty Recycling GP, LLC

Liberty Recycling LP

Liberty Recycling Parent Inc.

Liberty Recycling Buyer Inc.

Rubbercycle LLC, Rubberecycle

Empire Tire of Edgewater, LLC

A2026007 Friday, July 18, 2025



# **Contract Amendment Request Form**

Request an Amendment to a Metro Contract

An amendment is appropriate when the duration, value, scope, terms, or other aspects of an existing Metro contract need to be modified.

Questions? Email PRG@nashville.gov.

# **Departmental Information**

What is your name? Kristin Kumrow

What is your department? **NDOT** 

What is your email address? Kristin.Kumrow@nashville.gov

What is your phone number? (615) 862-8707

What is the number of the contract

being amended?

6490604

What is the title of the contract being

amended?

Tire Management Services for Scrap Tires

What is this amendment number?

Yes

# **Supplier Information**

Who is the supplier? LTR Intermediate Holdings, Inc. dba Liberty Tire Recycling, LLC

What is the supplier's address? 600 River Avenue Pittsburgh, PA, 15212

Is the supplier registered in iSupplier?

If yes, what is the supplier's ISN? 14141

Who is contract signatory for the **Dewey Grantham** 

supplier?

What is the supplier contract signatory's email address?

dgrantham@libertytire.com

What is the supplier contract signatory's phone number?

(404) 561-7958

### **Amendment Information**

Select all that apply & upload supplemental information as appropriate.

Will this amendment change the duration of the existing contract?

Yes.

If yes, what will be the new end date for this contract?

Saturday, May 27, 2028 Thursday, June 1, 2028

Upload revised project schedule as appropriate.



Ordinance.Liberty Tire Amendment\_... .docx



Waste and Scrap Tire Toolkit from TD... .pdf



AMENDED EXHIBIT A\_8993.docx

Will this amendment change the value of the existing contract?

Yes.

If yes, what is the value of the original contract?

\$3,000,000

If yes, what is the total value of any previously executed amendments?

\$0

If yes, what is the value of this unexecuted amendment?

\$3,000,000

If yes, what is the percentage increase 100 represented by this unexecuted amendment?

If yes, what will be the new value of the existing contract?

\$6,000,000

Upload revised fee schedule and/or budget as appropriate.



AMENDED EXHIBIT A\_8222.docx



davidson co PI 2025 Exhibit A-Pricing ... .pdf

Will this amendment change the scope of work of the existing contract?

Yes.

### If yes, briefly explain the revised scope of work including any subcontractor changes that may be necessary.

Amendment 1 clarifies the tires that are to be collected and reimbursed. The Parties will compile a list of approved collection sites and approved retail vendors subject to collection. Reimbursement will be made for tires collected from approved sites and retailers only.

Will this amendment change the terms & conditions of the existing contract?

No.

# **Financial & Accounting Information**

Requests that do not include full or accurate accounting information will be returned.

Prior to submiting an amendment request, please confirm both appropriate accounting information and budget availability with your finance manager and/or OMB budget analyst.

What is the fund number for this purchase?

Working with finance to setup due to transfer from Waste Services

for this purchase?

What is the business unit (BU) number Working with finance to setup due to transfer from Waste Services

What is the object account number for 502303 this purchase?

I have confirmed with both my department finance manager and/or OMB budget analyst the accuracy of the financial information provided and sufficient fund availability for this request.

Yes

I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this amendment request.

Yes

# Amendment Request Review

,Reviewed By:	John Stewart	Department:	NDOT	
Contract #:	6490604	Unique ID No.	A2026007	
	LTR Intermediate			
Contractor Name:	Holdings, Inc. dba	Contract	Tire Management	
Contractor Name:	Liberty Tire Description:		Services for Scrap Tires	
	Recycling, LLC			
Amendment No:	1	Amendment	¢3,000,000,00	
Amenament No:	1	Amount:	\$3,000,000.00	
Recommendation:	Approve			

### Review:

This amendment increases the estimated value by \$3,000,000.00 for a revised estimated contract value of \$3,000,000.00 for the 2 additional years being added to the contract.

- Amendment is within the scope of the contract.
- Amendment extends the contract term and will require council approval.
- Israel Boycott Language should be added to the contract.
- Exhibit A-Pricing List would need to be updated to reflect clarified rates and tire types.

Based on the above, amendment is recommended.



### **Amendment Request Signature Form**

Amendment Number	A2026007
Date Received	July 21, 2025

To Whom It May Concern,

I have read the attached Amendment Request Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

Dennis Rowland	7/21/2025   10:46 AM CDT		
Dennis Rowland	Date Signed		
Purchasing Agent & Chief Procurement Officer			



# METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

3/24/2025 | 6:25 AM CDT

FREDDIE O'CONNELL, MAYOR

Dewey Grantham LTR Intermediate Holdings, Inc dba Liberty Tire Recycling, LLC 600 River Avenue Pittsburgh, PA 15212

Re: Revised Exhibit Pricing for Contract # 6490604

The Metropolitan Government of Nashville

To whom it may concern:

and Davidson County:

The Metropolitan Government of Nashville and Davidson County ("Metro") has completed the review and approved the request for escalation/de-escalation and hereby agrees to incorporate the attached **Exhibit A-Pricing** Information into the referenced Contract. This revised exhibit will go into effect **July 1, 2025**.

The Contract shall otherwise continue in full force and effect, pursuant to its terms. There will be no change to the original value of the Contract.

	ern intermediate riolangs, inc aba
	Liberty Tire Recycling, LLC
Dennis Kowland	Jammey Muske
Purchasing Agent	Contracting Authority
Dennis Rowland	Jommy GIESHE
	IUMMU VIESAF

3/24/2025 | 7:15 AM CDT

Date Signed

**Printed Name** 

Date Signed

Printed Name

Contractor:

LTR Intermediate Holdings Inc. dha

Procurement Division

730 President Ronald Reagan Way, Suite 220 P.O. Box 196300 Nashville, Tennessee 37219-6300

www.Nashville.gov Phone: 615-862-6180 Fax: 615-862-6179

## **Exhibit A - Pricing Information Contract 6490604**

Item#	Description	Unit of Measure	Current Unit Price	Escalation %	Proposed Unit Price
1	Cost per tire for scrap tires	Each	\$0.95	3.00%	\$0.97
2	Cost per tire for commercial tires	Each	\$5.50	3.00%	\$5.67
3	Cost per tire for rim removal	Each	\$1.50	3.00%	\$1.55
4	Cost per tire for commercial tires	Each	\$5.50	3.00%	\$5.67
5	Cost per tire for tires which do not qualify for TDEC reimbursement	Each	\$2.00	3.00%	\$2.06
6	Cost per ton for scrap tires	Ton	\$94.55	3.00%	\$97.38
7	Cost per ton for commercial tires	Ton	\$110.00	3.00%	\$113.30
8	Cost per ton for tires which do not qualify for TDEC reimbursement	Ton	\$200.00	3.00%	\$206.00

Fees that may be assessed if applicable				
Cost per ton for the contamination fee that will be assessed on tires that both Liberty Tire and Metro agree to be contaminated. Contaminated is defined as caked on dirt on the outside of the tire and/or dirt and/or debris inside the tire that would generate additional manpower and expense to remove contamination before normal processing can be achieved. Metro will have the opportunity to clean tires mutually agreed upon as contaminated, to eliminate the need for the contamination fee.	Ton	\$150.00	3.00%	\$154.50
Cost per ton for mixed loads (car, commercial truck, tires on rims in same trailer)	Ton	\$125.00	3.00%	\$128.75
Cost per trailer per month rent that is charged directly to the tire retailer that Liberty Tire provides trailers for their tire collections. Not charged to the county.	Monthly	\$250.00	3.00%	\$257.50

Maximum Percentage of Escalation	3.00%

What index will be used when submitting an escalation/de-escalation request? (CPI, PPI,	CDI
etc.)	СРІ

#### Notes:

Average historical weight per scrap tire is 20 pounds and per commercial tire is 100 pounds.

Metro shall be informed by the contractor of any contaminated loads and allow Metro the opportunity to cleanup the load before being penalized or assessed any fees.

TED HOME TOPICS ARCHIVE BY YEAR ARCHIVE BY PROGRAM ABOUT TED SUBSCRIBE



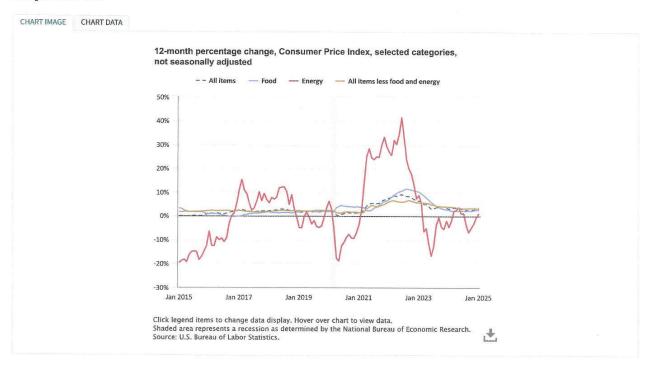
**TED: The Economics Daily** 

FONT SIZE: PRINT:

The Consumer Price Index rose 3.0 percent from January 2024 to January 2025

February 13, 2025

From January 2024 to January 2025, the Consumer Price Index for All Urban Consumers (CPI-U) increased 3.0 percent, after rising 2.9 percent over the 12 months ending December 2024.



The all items less food and energy index rose 3.3 percent over the last 12 months. Energy prices increased 1.0 percent and food prices increased 2.5 percent over the last year.

These data are from the <u>Consumer Price Index</u> program and are not seasonally adjusted. To learn more, see "<u>Consumer Price Index — January 2025.</u>" We also have <u>more charts</u> on consumer prices.

# RELATED SUBJECTS Prices

### SUGGESTED CITATION

Bureau of Labor Statistics, U.S. Department of Labor, *The Economics Daily*, The Consumer Price Index rose 3.0 percent from January 2024 to January 2025 at <a href="https://www.bls.gov/opub/ted/2025/the-consumer-price-index-rose-3-0-percent-from-january-2024-to-january-2025.htm">https://www.bls.gov/opub/ted/2025/the-consumer-price-index-rose-3-0-percent-from-january-2024-to-january-2025.htm</a> (visited *February 14*, 2025).

### OF INTEREST

Spotlight on Statistics

Recent editions of Spotlight on Statistics





Finance Procurement Division 7302<sup>nd</sup> Avenue South P.O Box 196300 Nashville, TN 37219

February, 14, 2025

RE: Price Increase Request Contract #6490604

We wish to escalate our rates per the trims of the contract. If you agree Effective July  $1^{\text{st}}$ , 2025, all items will increase by 3%. We appreciate the opportunity to continue servicing your County. Please let me know if you have any questions.

Thank you,

Tommy Gieske

Regional Operations Manager

Liberty Tire Recycling LLC.

615-663-7032

TGieske@libertytire.com

# docusign

### **Certificate Of Completion**

Envelope Id: 9EB92B48-41E2-4F20-BEEA-4A39834E8285 Status: Completed

Subject: Metro Contract 6490604 with Liberty Tire Recycling, LLC Letter of Acceptance for Escalation Requests

Source Envelope:

Document Pages: 4 Signatures: 1 Envelope Originator:

Initials: 1 Certificate Pages: 16 Procurement Resource Group 730 2nd Ave. South 1st Floor AutoNav: Enabled

Envelopeld Stamping: Enabled Nashville, TN 37219 Time Zone: (UTC-06:00) Central Time (US & Canada) prg@nashville.gov

IP Address: 170.190.198.185

**Record Tracking** 

Status: Original Holder: Procurement Resource Group Location: DocuSign

3/21/2025 9:23:40 AM prg@nashville.gov

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: Metropolitan Government of Nashville and Location: Docusign

**Davidson County** 

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

Sent: 3/21/2025 9:42:47 AM Terri L. Ray JLR Terri.Ray@nashville.gov Viewed: 3/24/2025 6:25:04 AM Finance Manager Signed: 3/24/2025 6:25:09 AM

Metropolitan Government of Nashville and Davidson Signature Adoption: Pre-selected Style

County Using IP Address: 170.190.198.190

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:** 

Not Offered via Docusign

Dennis Rowland Sent: 3/24/2025 6:25:11 AM Dennis Rowland dennis.rowland@nashville.gov Viewed: 3/24/2025 7:15:37 AM

Purchasing Agent & Chief Procurement Officer Signed: 3/24/2025 7:15:52 AM

COPIED

Security Level: Email, Account Authentication Signature Adoption: Pre-selected Style (None) Using IP Address: 170.190.198.185

**Electronic Record and Signature Disclosure:** 

Not Offered via Docusign

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

Sent: 3/24/2025 7:15:53 AM

publicrecords@nashville.gov Security Level: Email, Account Authentication

(None)

Austin Kyle

**Electronic Record and Signature Disclosure:** 

Accepted: 3/19/2025 10:44:31 AM

ID: 23b5a2f0-6a7d-4ef5-bd9e-5a4198976e70

**Envelope Summary Events** 

Envelope Sent Certified Delivered Status

Hashed/Encrypted

Security Checked

Carbon Copy Events	Status	Timestamp
Tommy Gieske	COPIED	Sent: 3/24/2025 7:15:53 AM
tgieske@libertytire.com	COPIED	
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Jessie Dillard	COPIED	Sent: 3/24/2025 7:15:54 AM
jessie.dillard@nashville.gov	COPILD	
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 1/28/2025 1:42:06 PM ID: af6d03af-06f6-4962-9a60-c8976e89f366		
Amber Gardner	CODIED	Sent: 3/24/2025 7:15:55 AM
Amber.Gardner@nashville.gov	COPIED	
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Stephanie Belcher	COPIED	Sent: 3/24/2025 7:15:55 AM
Stephanie.belcher@nashville.gov	COPIED	
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 9/23/2024 11:25:38 AM ID: a72d9594-26bf-4d53-b982-d9f455150e38		
Dewey Grantham	COPIED	Sent: 3/24/2025 7:15:56 AM
dgrantham@libertytire.com	COFILD	
Regional Vice President		
Dewey G Grantham Jr.		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 11/9/2015 4:02:26 PM ID: 076f7c04-86bb-4c83-b095-a6f7e3e55705		
Christopher Wood	COPIED	Sent: 3/24/2025 7:15:56 AM
Christopher.Wood@nashville.gov	COPIED	
Director, BAO		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Jessica Angulo	COPIED	Sent: 3/24/2025 7:15:57 AM
jessica.angulo@nashville.gov	COPIED	
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
-	<del>-</del>	

Timestamps

3/21/2025 9:42:47 AM

3/24/2025 7:15:37 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	3/24/2025 7:15:52 AM
Completed	Security Checked	3/24/2025 7:15:57 AM
Payment Events	Status	Timestamps
<b>Electronic Record and Signature</b>	Disclosure	

1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference. 2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU. You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions. 3. DEFINITIONS "Account� means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User� means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "eContract� 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 prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes�) resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

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

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §Â§ 7001 et seq. (the "ESIGN Actâ€?) to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act. 15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS,� AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law. 16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account. 17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

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1.866.219.4318. Neither party will be liable for, or be considered to be in breach of or default ns on account of, any delay or failure to perform as required by these Terms and Conditions as a result of any cause or condition beyond such party's reasonable control, so long as such party uses all commercially reasonable efforts to avoid or remove such causes of non-performance or delay. These Terms and Conditions are governed in all respects by the laws of the State of Washington as such laws are applied to agreements entered into and to be performed entirely within Washington between Washington residents. Any controversy or claim arising out of or relating to these Terms and Conditions, the Hosted Service, or the Site will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in King County, Washington, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by Washington law. Notwithstanding the foregoing, either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. By using the Site or the Subscription Service, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in King County, Washington. Any legal action by Subscriber arising under these Terms and Conditions must be initiated within two years after the cause of action arises. The waiver by either party of any breach of any provision of these Terms and Conditions does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with these Terms and Conditions will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms and Conditions. If any part of these Terms and Conditions is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms and Conditions will remain in full force and effect. If any material limitation or restriction on the grant of any license to Subscriber under these Terms and Conditions is found to be illegal, unenforceable, or invalid, the license will immediately terminate. Except as set forth in Section 2 of these Terms and Conditions, these Terms and Conditions may not be amended except in writing signed by both you and us. In the event that we make such a change that has a material adverse impact on your rights or use of the Service, you may terminate these Terms and Conditions by giving us notice within 20 days of the date we notify you, and you will not be charged any cancellation fee. These Terms and Conditions are the final and complete expression of the agreement between these parties regarding the Subscription Service. These Terms and Conditions supersede, and the terms of these Terms and Conditions govern, all previous oral and written communications regarding these matters. v140527 How it works eSignature Digital Transaction Management Legality Security Global Take a Demo Free Trial Resource Center By Industry Financial Services Healthcare High Tech Higher Education Insurance Real Estate Life Sciences Government By Department Sales Human Resources Finance IT/Operations Legal Marketing Facilities Support Product Management Procurement Partners & Developers Partner Programs Find a Partner Solution Showcase Partner Portal Dev Center Support & Training DocuSign Support Community DocuSign University Company About DocuSign Leadership Team Financial Investors Board of Directors Security & Trust Blog Events Press Room Careers Contact Subscriptions Follow Us Facebook Twitter LinkedIn Glassdoor Google + YouTube Validate TRUSTe privacy certification © DocuSign Inc., 2003 - 2014 221 Main St., Suite 1000, San

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Contract Information	-DS		
Contract & Solicitation Title: Tire Management Services for Scrap Tires	2M		
Contract Summary: Contractor agrees to provide tire management services for scrap tires.			
Contract Number: 6490604 Solicitation Number: 106211 Requisition Number: 4023824			
Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): 353954			
Type of Contract/PO: IDIQ Contract Requires Council Legislation: No			
High Risk Contract (Per Finance Department Contract Risk Management Policy): No			
Sexual Harassment Training Required (per BL2018-1281): Yes			
Estimated Start Date: 6/2/2021 Estimated Expiration Date: 6/1/2026 Contract Term: 60 months			
Estimated Contract Life Value: \$3,000,000.00 Fund: 30503 BU: 42701300			
Payment Terms: Net 30 Selection Method: RFP			
Procurement Staff: Brad Wall BAO Staff: Christopher Wood			
Procuring Department: Public Works Department(s) Served: Public Works			
Prime Contractor Information			
Prime Contracting Firm: LTR Intermediate Holdings, Inc. dba Liberty Tire Recycling, LLC ISN#: 14141			
Address: 600 River Avenue City: Pittsburgh State: PA Zip: 15212			
Prime Contractor is a Uncertified/Unapproved : SBE SDV MBE WBE (select/check if applicable)			
Prime Company Contact: Bryan Crawford Email Address: bcrawford@libertytire.com Phone #: (404) 561-			
7958			
Prime Contractor Signatory: Dewey Grantham Email Address: dgrantham@libertytire.com			
Disadvantaged Business Participation for Entire Contract			
Small Business and Service Disabled Veteran Business Program:			
N/A Amount: N/A Percent, if applicable: N/A			
Equal Business Opportunity (EBO) Program:			
Program Not Applicable Amount: N/A Percent, if applicable: N/A			
Federal Disadvantaged Business Enterprise:			
No Amount: N/A Percent, if applicable: N/A			
* Amounts and/or percentages are not exclusive.			
B2GNow (Contract Compliance Monitoring): No			
Summary of Offer			
Offeror Name Disadv. Bus. Score Evaluated Cost Result  (Check if applicable) (RFQ Only)			
Liberty Tire Recycling, LLC 85.00 \$35.62 Awarded			



Contract Purchase Agreement 6490604

#### **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 LTR Intermediate Holdings, Inc. dba Liberty Tire Recycling, LLC (CONTRACTOR) located at 600 River Avenue, Pittsburgh, PA 15212. This Contract consists of the following documents:

- Any properly executed contract amendment (most recent with first priority),
- This document, including exhibits,
  - Exhibit A Pricing Information
  - Exhibit B Solicitation Scope of Work
- The solicitation documentation for RFQ #106211 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 tire management services for scrap tires. The solicitation scope of work details are included in the Exhibit B and are made a part of this contract by reference.

### 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

Contract Purchase Agreement 6490604

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

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

#### 4. COMPENSATION

#### 4.1. Contract Value

This Contract has an estimated value of \$3,000,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

#### 4.2. Other Fees

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

#### 4.3. Payment Methodology

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

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

#### 4.4. Escalation/De-escalation

This Contract is eligible for annual escalation/de-escalation adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the **annual anniversary** of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective at the beginning of the next fiscal year (July 1st).

### 4.5. Electronic Payment

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

### 4.6. Invoicing Requirements

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

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

#### 4.7. Subcontractor/Subconsultant Payments

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

#### 5. TERMINATION

#### 5.1. Breach

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

#### 5.2. Lack of Funding

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

#### 5.3. Notice

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

#### 6. NONDISCRIMINATION

#### 6.1. METRO's Nondiscrimination Policy

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

#### 6.2. Nondiscrimination Requirement

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

#### 6.3. 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. INSURANCE

#### 7.1. Proof of Insurance

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

#### 7.2. General Liability Insurance

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

#### 7.3. Automobile Liability Insurance

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

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

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

#### 7.5. Pollution Liability Insurance

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

#### 7.6. Such insurance shall:

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

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

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

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

#### 7.7. Other Insurance Requirements

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

PROCUREMENTCOI@NASHVILLE.GOV (preferred method)
OR
DEPARTMENT OF FINANCE

PROCUREMENT DIVISION 730 2ND AVE SOUTH, STE 101 P.O. BOX 196300 NASHVILLE, TN 37219-6300

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

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

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

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

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

#### 8. GENERAL TERMS AND CONDITONS

#### 8.1. Taxes

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

#### 8.2. 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

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"sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

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

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

#### 8.3. Information Ownership

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

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

#### 8.4. Information Security Breach Notification

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

#### 8.5. Virus Representation and Warranty

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products

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

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

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

#### 8.6. Copyright, Trademark, Service Mark, or Patent Infringement

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

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

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:
  - The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
  - The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,

• The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

#### 8.7. Maintenance of Records

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

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

#### 8.8. Monitoring

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

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

#### 8.9. METRO Property

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all goods, records, reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR of any of its subcontractors; and, all other original works of authorship, whether created by METRO, CONTRACTOR or any of its subcontractors embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional

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works, and three (3) dimensional works. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to Metro. Contractor and its subcontractors grant Metro a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license, with rights to sublicense through multiple levels of sublicenses, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

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

#### 8.10. Modification of Contract

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

#### 8.11. Partnership/Joint Venture

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

#### **8.12.** Waiver

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

#### 8.13. 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.

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

#### 8.14. Compliance with Laws

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

#### 8.15. Iran Divestment Act

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

#### 8.16. Taxes and Licensure

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

#### 8.17. Ethical Standards

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

Pursuant to Metropolitan Code of Laws, Section 4.48.02, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 andunderstand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result insanctions, including those set out in Section 4.48

#### 8.18. Indemnification and Hold Harmless

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

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

#### 8.19. Attorney Fees

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

#### 8.20. Assignment--Consent Required

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

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

PRG@NASHVILLE.GOV (preferred method)

OR

METRO PURCHASING AGENT

DEPARTMENT OF FINANCE

PROCUREMENT DIVISION

#### 730 2ND AVENUE SOUTH

#### PO BOX 196300

#### **NASHVILLE, TN 37219-6300**

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

#### 8.21. Entire Contract

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

#### 8.22. Force Majeure

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

#### 8.23. Governing Law

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

#### 8.24. Venue

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

#### 8.25. Severability

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

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	6490604
<b>Contract Number</b>	

#### 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** 

PRG@NASHVILLE.GOV

#### (THE FOLLOWING MUST BE COMPLETED BY CONTRACTOR. N/A OR "X" IS NOT ACCEPTABLE)

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Liberty Tire Recycling, LLC

Attention: Dewey G Grantham Jr.

Address: 1941 Cement Plant Road

Telephone: 615-727-5776

Fax: 888-427-6718

E-mail: dgrantham@libertytire.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:

#### (THIS SECTION MUST BE COMPLETED)

Designated Agent: NA

Attention: NA

Address: NA

E-mail: NA

[SPACE INTENTIONALLY LEFT BLANK]

Contract Number 64	490604
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# **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:	Dewey G Grantham Jr.			
Docusigned by: Shanna Whitelaw FB8C2BDC48E542D Dept. / Agency / Comm. Head or Board Chair.  APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:	Dept. Fin.	Company Name  DocuSigned by:  281A1230C6A444B  Signature of Company's Contracting Officer		
Docusigned by: Michelle d. Hernandez lane  90AEFF4BE90446F Purchasing Agent  APPROVED AS TO AVAILABILITY OF F	BW Purchasing UNDS:	Dewey Grantham  Officer's Name  Regional Vice President  Officer's Title		
DocuSigned by:  kewin Cumbo/fje  65A9B587275F451  Director of Finance	DS RW			
APPROVED AS TO FORM AND LEGALIT	ГΥ:			
Tara Ladd  Metropolitan Attorney  FILED BY THE METROPOLITAN CLERK	Insurance			
Elizabeth Waites  Metropolitan Clerk	5/28/2021  Date	6:40 AM CDT		

# **Exhibit A - Pricing Information**

Item #	Description	Unit of Measure	Unit Bid Price
1	Cost per tire for scrap tires	Each	\$ 0.95
2	Cost per tire for commercial tires	Each	\$ 5.50
3	Cost per tire for rim removal	Each	\$ 1.50
4	Cost per tire for commercial tires	Each	\$ 5.50
5	Cost per tire for tires which do not qualify for TDEC reimbursement	Each	\$ 2.00
6	Cost per ton for scrap tires	Ton	\$ 94.55
7	Cost per ton for commercial tires	Ton	\$ 110.00
8	Cost per ton for tires which do not qualify for TDEC reimbursement	Ton	\$ 200.00

Fees that may be assessed if applicable		
Cost per ton for the contamination fee that will be assessed on tires that both Liberty Tire and		
Metro agree to be contaminated. Contaminated is defined as caked on dirt on the outside of the		
tire and/or dirt and/or debris inside the tire that would generate additional manpower and expense		
to remove contamination before normal processing can be achieved. Metro will have the		
opportunity to clean tires mutually agreed upon as contaminated, to eliminate the need for the		
contamination fee.	Ton	\$ 150.00
Cost per ton for mixed loads (car, commercial truck, tires on rims in same trailer)	Ton	\$ 125.00
Cost per trailer per month rent that is charged directly to the tire retailer that Liberty Tire provides		
trailers for their tire collections. Not charged to the county.	Monthly	\$ 250.00

Maximum Percentage of Escalation	3.00%
What index will be used when submitting an escalation/de-escalation request? (CPI, PPI, etc.)	СРІ

#### Notes:

Average historical weight per scrap tire is 20 pounds and per commercial tire is 100 pounds.

Metro shall be informed by the contractor of any contaminated loads and allow Metro the opportunity to cleanup the load before being penalized or assessed any fees.

#### Exhibit B – Solicitation Scope of Work

#### **Scope Summary**

The Metropolitan Government of Nashville and Davidson County (Metro) on behalf of Metro Public Works is soliciting proposals from qualified firms to provide tire management services for scrap tires. If awarded, the resulting agreement will be for a period of five (5) years.

#### **Scope Detail**

#### **Background**

The Tennessee General Assembly passed the Solid Waste Management Act of 1991, which created the Waste Tire Program. This RFP is being issued in compliance with this Act.

#### **General Description of Required Performance Outcomes**

- Enable Metro to fully comply with T.C.A. 68-211-867 regarding the management of scrap tires.
- Maximize the beneficial end usage of tires through environmentally friendly methodologies.

#### **Scope of Work**

Metro has issued this RFP for the sole purpose of obtaining proposals from responsive and responsible firms to provide tire management services for scrap tires. Scrap tires are defined as all motor vehicle tires with the exception of heavy machinery tires, solid rubber tires, aircraft tires, high floatation tires greater than twelve inches (12") in width, tires containing metal wheels, and otherwise qualifying tires with a wheel opening greater than forty-two inches (42").

#### **Contractor's Responsibilities**

Contractor shall agree to manage scrap tires under Metro's program according to the requirements contained in this solicitation. These responsibilities include:

- Load receipts: Contractor shall work in conjunction with an employee of Metro providing
  adequate securable on-site working space including electronic and internet access to online
  manifests. Metro approved representative shall work to verify manifests and other information
  from State approved dealers delivering tires to any site for services to be reimbursed by Metro.
  Manifests and records shall be maintained in accordance with all requirements of Metro and the
  State of Tennessee.
- <u>Load Shipments:</u> Contractor shall agree to provide Metro with a net weight ticket and manifest for each load of scrap tires if services are charged on a weight basis, or other documentation as required. The Contractor and a Metro representative shall both sign a receipt at the time of tire or tire product movement off-site for disposal.
- **Beneficial Use:** Contractor shall utilize these tires for beneficial end use as defined in T.C.A. 68-211-867.

- <u>Compensation:</u> Contractor shall agree to invoice Metro in the amount proposed per item. Invoices shall be issued by Contractor no more than once per month and shall include copies of weight tickets, receipts, and manifests as described herein.
- **Conditions:** Contractor shall maintain all facilities with acceptable local, state, and federal guidelines that promote human and environmental safety conditions.
- <u>Documentation</u>: Documentation submitted by the Contractor shall be sufficient and complete, in a format outlined in the Waste Tire Manifest, for Metro's subsequent submittal to the State of Tennessee for verification of funds usage. The maximum payment of each invoice to the Contractor for unit cost and/or tonnage cost shall not exceed the State of Tennessee reimbursement to Metro.

As an example, the Contractor submits proper documentation to Metro for payment, Metro reviews the documentation to verify payment from the State, and Metro in turn pays the Contractor. Payments to the Contractor shall be made in accordance with Metro's standard terms and conditions for payment. The Contractor shall not be compensated for any waste tires removed from the site until such material is delivered to an end user.

- Location: Scrap tires are to be available at site(s) specified or approved by Metro. The Contractor is to provide a minimum of one (1) site within the boundary of Davidson County, and shall assure complete compliance with any and all local, state, and federal rules, regulations, and requirements for solid waste processing facilities. The site(s) provided by the Contractor shall be open to receive qualified loads of scrap tires a minimum of eight (8) hours per day, five (5) days per week. Additionally, the Contractor must establish financial assurance for their location in accordance with the State of Tennessee prior to receiving scrap tires at site(s).
- <u>Loading:</u> Contractor is responsible for all loading and unloading activities including movement of tires within a site or to off-site locations.
- <u>Contractor's Resources:</u> Contractor shall provide the necessary equipment, personnel, space required to collect, temporarily store, transport, and dispose of tires.
- <u>Bonds:</u> Contractor shall furnish and maintain throughout the contract term a Payment and Performance Bond, or an Irrevocable Letter of Credit, or a certified check in the amount of \$450,000.00 from a firm authorized to conduct business in the State of Tennessee.
- <u>Ownership:</u> Title to the product shall pass to the Contractor upon receipt of tires by the Contractor at the Contractor's collection site(s).

#### **Constraints on the Contractor**

- The Contractor shall perform all work in accordance with the Tennessee Department of Environment and Conservation Grant (T.C.A 68-211-867 and 67-4-1610) for management of scrap tires.
- Days and hours of operation of site(s) must be approved by Metro.
- Tires must be handled in a manner that will keep them clean and free of foreign materials, such as dirt, rocks, metal wheels, water, etc.
- Contractor shall not use the site(s) to permanently store tires.

- The Contractor shall furnish and maintain collection containers at each of four (4) recycling convenience centers located at:
  - East Center 943A Doctor Richard G. Adams Drive, Nashville, TN 37207.
  - o Anderson Lane 939A Anderson Lane, Madison, TN 37115.
  - o Omohundro Place 1019 Omohundro Place, Nashville, TN 37210.
  - o Ezell 3254 Ezell Pike, Nashville, TN 37211.
- The Contractor shall maintain the area around the Contractor's container(s).
- Upon notice from Metro Public Works that a container is full, the Contractor shall empty the container within 24 hours or the next business day.

#### **Contractor's Personnel Requirements**

- Contractor's personnel must have and maintain the necessary licenses as mandated by the State
  of Tennessee.
- Contractor's personnel shall be at a sufficient level and dedicated to the successful operation of this program.
- Contractor's personnel supplied must be knowledgeable in the service required.
- Contractor shall supply a central contact person for Metro requests.

#### **Metro's Responsibilities**

- Perform periodic inspections of the temporary storage sites.
- Address with the Contractor any complaints received from area residents/businesses regarding the Contractor's site.
- Follow-up on reporting requirements to ensure the Contractor is following codes and meeting EPA guidelines.

#### **Reporting Requirements**

When requested by Metro, the Contractor is to report to the applicable Metro personnel both verbally and in writing the details of the on-going progress of this contract.

#### Metro's Right to Inspect

Metro shall have the right to inspect any areas where the services performed under the resulting contract are performed.



### CERTIFICATE OF LIABILITY INSURANCE

11/1/2021

3/9/2021

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).

tilia cei	threate does not comer rights to the certificate holder in hea or so	den endorsement(s).		
PRODUCER	Lockton Companies	CONTACT NAME:		
	3280 Peachtree Road NE, Suite #250	PHONE   FAX (A/C, No, Ext): (A/C, No):		
	Atlanta GA 30305 (404) 460-3600	E-MAIL ADDRESS:	,,.	
(404) 400-3000		INSURER(S) AFFORDING COVERAGE		NAIC#
		INSURER A: Illinois Union Insurance Company	у	27960
INSURED	Liberty Tire Recycling Holdco, LLC	INSURER B: National Union Fire Ins Co Pitts.	PA	19445
1383909	600 River Ave., 3rd Floor	INSURER c: National Fire and Marine Insurance	ce Co	20079
Pittsburgh PA 15212	Pittsburgh PA 15212	INSURER D: New Hampshire Insurance Compa	any	23841
		INSURER E: Steadfast Insurance Company		
		INSURER F: Everest Indemnity Insurance Com	ipany	10851

COVERAGES MAIN CERTIFICATE NUMBER: 13193561 REVISION NUMBER: XXXXXXX

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.

	NSR ADDISUBRI POLICY ESF POLICY EXP							
INSR LTR	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	X COMMERCIAL GENERAL LIABILITY	Y	N	G27920238006	11/1/2020	11/1/2021	EACH OCCURRENCE	\$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	X POLICY PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
В	AUTOMOBILE LIABILITY	Y	N	4888747	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$ XXXXXXX
	OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$ XXXXXXX
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$ XXXXXXX
								\$ XXXXXXX
C	X UMBRELLA LIAB X OCCUR	N	N	42 - UMO - 306767-03	11/1/2020	11/1/2021	EACH OCCURRENCE	\$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 5,000,000
	DED RETENTION \$							\$ XXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N	WC 020608586 (AOS)	11/1/2020	11/1/2021	X PER OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		WC 020608587 (AOS 2)  * See Attached Full Schedule	11/1/2020 11/1/2020	11/1/2021 11/1/2021	E.L. EACH ACCIDENT	\$ 1,000,000
-	(Mandatory in NH)				11/1/2020	11/1/2021	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
Е	Pollution Liability	N	N	0160988-03	11/1/2020	11/1/2021	Limit: \$5,000,000/Ret: \$10	00,000
F	Umbrella - \$5M xs \$5M			XC5EX00855-201	11/1/2020	11/1/2021	\$5,000,000 each occurrenc	e
	I .							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
RE: Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement and automobile liability additional insured endorsement. RFQ #106211.

#### 13193561

Purchasing Agent, Metropolitan Government of Nashville & Davidson County Metro Courthouse Nashville TN 37201 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DocuSign Envelope ID: 8C292305-BB08-40B9-B271-789EE0A4BBAD
Attachment Code: D563573 Master ID: 1383909, Certificate ID: 13193561

#### Named Insureds:

LTR Holdings, Inc.

LTR Intermediate Holdings, Inc.

Liberty Tire Recycling Holdco, LLC

Liberty Tire Recycling Finance, Inc.

Liberty Tire Services, LLC

Liberty Tire Recycling, LLC

Liberty/Lakin National Tire Recycling, LLC

Liberty Tire Services of Ohio, LLC

Liberty Tire Services of North Carolina, LLC

LTS Management, LLC

Quality Tire Recycling, LLC

LTR Products, LLC dba IMC Outdoor Living

LTR Products, LLC dba International Mulch Company

LTR Products, LLC

U.S. Tire Recycling Partners LP.

U.S. Tire Holdings, LLC

B.T. Sanitation Service, Inc.

Central Carolina Holdings, LLC

Ridge Recyclers, Incorporated

Quality Tire Recycling, Inc.

Auburndale Recycling Center, Inc.

DocuSign Envelope ID: 8C292305-BB08-40B9-B271-789EE0A4BBAD

Attachment Code: D570915 Master ID: 1383909, Certificate ID: 13193561

# 11/1/2020 – 11/1/2021 - Worker's Compensation Schedule of Policies

Issuing Company	States	Policy Number
AIU Ins Co.	AL,AZ,DE,GA,IA,IL,	WC 058240024
	IN,KY,LA,MD,MN,	
	MO,MS,NC,PA,SC,T	
	N,TX,UT	
New Hampshire Insurance Co.	OH,WI	WC 058240025
AIU Ins Co.	FL	WC 058240026
AIU Ins Co.	CA	WC 058240027

### **Performance and Payment Bond**

Bond No: 871887

KNOW ALL MEN BY THESE PRESENTS, that we, <u>Liberty Tire Recycling</u>, <u>LLC</u>, 600 River Avenue, 3<sup>rd</sup> Floor, Pittsburgh, PA 15212, principal, and <u>Evergreen National Indemnity Company</u>, 6140 Parkland Boulevard, <u>Suite 321</u>, <u>Mayfield Heights</u>, OH 44124-6106, the <u>Surety</u>, are held and firmly bound unto the <u>Metropolitan Government of Nashville and Davidson County</u>, Procurement Division, <u>Suite 112</u>, <u>Lindsley Hall</u>, 730 2nd Avenue South, <u>Nashville</u>, <u>TN 37210</u>, the **Obligee**, in the penal sum <u>Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00)</u> for the payment of which we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract for the Contract Purchase Agreement #6490604, Tire Management Services for Scrap Tires, the above mentioned Obligee, dated the \_\_\_\_\_day of \_\_\_\_\_\_, which contract is hereby incorporated herein as if fully rewritten:

NOW, THEREFORE, the condition of the above obligation is such that if the Principal shall promptly and faithfully perform this Contract, including payment for all labor and materials for the purpose of performing said Contract, then this obligation shall be null and void; subject, however, to the following conditions:

- 1. This bond is for the term beginning May 4, 2021 and ending May 4, 2022.
- 2. If there is no breach or default on the part of the Obligee, then the Surety's performance and payment obligation under the bond shall arise after:
  - a. The Obligee has notified the Principal and the Surety in writing at their respective addresses of the alleged breach, and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract; and has made available during notice period all books, records, and accounts relevant to the Contract which may be requested by the Principal or Surety. If the Obligee, Principal and Surety agree, the Principal shall be allowed a reasonable time to perform the Contract; but such an agreement shall not waive the Obligee's right, if any subsequently to declare a Principal default;
  - b. The Obligee has declared the Principal in default and formally terminated the Principal's right to complete the Contract, provided, however, that such default shall not be declared earlier than twenty (20) days after the Principal and the Surety have received the notice as provided in "a" above; and
  - c. The Obligee has agreed to pay the balance of the Contract price to the Surety in accordance with the terms of the Contract or to the such contractor as may be tendered by the Surety to the Obligee.
  - d. Notwithstanding the foregoing, Surety shall have the option to complete the Contract in accordance with its terms.
- 3. The Obligee shall notify the Surety immediately of any change orders approved by the Obligee, any changes to the scope of work or to the duration of the Contract, or any increases to the Contract price.
- 4. The Obligee shall immediately notify the Surety of any liens, levies, attested accounts, or other claims against the Principal of which the Obligee has actual or constructive notice, and no sums paid by the Obligee on account of such liens, levies attested accounts, or other claims without consent of Surety shall reduce the balance of the Contract price.
- 5. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety of this instrument unless same be brought or instituted and process served upon the Surety within six months after the expiration of the bond. The parties hereto expressly acknowledge and agree that no liquidated damages shall be claimed, due or payable by Surety pursuant to this Bond.
- 6. The bond may be extended for additional terms at the option of the Surety, by Continuation Certificate executed by the Surety.

House P&P Rev. 10/2005

- 7. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligee recoverable under this bond.
- 8. In no event shall the liability of the Surety, whether for payment or performance, hereunder exceed the penal sum hereof.

Signed, sealed and executed this 4th day of May, 2021.

Liberty Tire Recycling, LLC Principal

**Evergreen National Indemnity Company**Surety

By: D.73.74

Title

Patricia A. Temple

(Corporate Seal)

Witnes

(Corporate Seal)

Witness;

Doming M. Donou

#### **EVERGREEN NATIONAL INDEMNITY COMPANY**

MAYFIELD HEIGHTS, OH POWER OF ATTORNEY

#### **POWER NO. 871887**

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

#### Patricia A. Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed **Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00)**.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2017...

**EVERGREEN NATIONAL INDEMNITY COMPANY** 



By:

Matthew T. Tucker, President

Bv:

David A. Canzone, CFO

Notary Public) State of Ohio)

SS:

On this 1st day of June, 2017, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



Penny M. Hamm, Notary Public My Commission Expires April 4, 2022

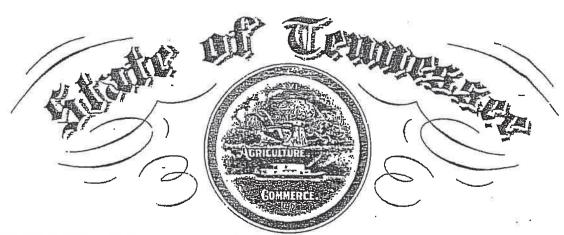
State of Ohio )

SS

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force this 4th day of May, 2021.



Wan C. Collier, Secretary



# THE DEPARTMENT OF COMMERCE AND INSURANCE

DIVISION OF INSURANCE

Whereas, the $\_$	EVE	RGREEN NAT	IONAL INDEN	NITY COMPA	NY	
a corporation organize		er the la	ws of the	STATE	OF	
OHIO	_	_				
having complied with laws of Tennessee as an to enable it to transact undersigned, The Conhereby license and authority to all the require	e appu et busi emissio eorize l	licable to ness her ner of { the said_	the said ein; now Bommerc EVERGREEN	corporation, therefore and Ir NATIONAL IN	ion in or vre, I, vsurance (DEMNITY C	der the do
act the business ofSUR	ETY; C	CASUALTY;	VEHICLE;	PROPERTY	***************************************	
		5 182 1890	1		İnsura	nce
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until suspended or revo	ked. r wil	ness w	hereof	, I hav	e herew	nto

affixed, at City of Nashville, in the State of Tennessee, this 3rdday of\_ A.D. 19 94.

The Commissioner of Commerce and Insurance



# **Evergreen National Indemnity Company**

# Certificate 2020

The following financial information was obtained from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.

#### **Statement of Income**

Direct Written Premium	35,895,192
Reinsurance Assumed	
	2,259,989
Reinsurance Ceded	(20,456,657)
Net Written Premium	17,698,524
Change in Unearned	823,527
Net Earned Premium	18,522,051
Losses & LAE Incurred	4,374,692
Net Commission Expense	6,753,389
Other Expenses	3,648,888
Underwriting Gain/ (Loss)	3,745,082
Net Investment Income	1,672,329
Net Realized Capital Gains (Loss)	(542,817)
Other Income/ (Expense)	27,081
Income Before FIT	4,901,675
Federal Income Tax	1,114,489
Net Income	3,787,186

#### **Balance Sheet**

Assets	
Invested Assets	57.481.182
Uncollected premium and agents' balances	994,006
Reinsurance Recoverable	224,597
Other Assets	282,932
Total Assets	58,982,717
Liabilities & Surplus	
Unearned Premium Reserve	7,785,732
Loss & LAE Reserves	6,556,937
Ceded Reinsurance Payable	2.494.525
Other Liabilities	3,942,746
Total Liabilities	20,779,940
Surplus	38,202,777
Total Liabilities & Surplus	59 992 717

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2020.

David A. Canzone, Treasurer

DocuSign Envelope ID: 8C292305-BB08-40B9-B271-789EE0A4BBAD

# Metropolitan Government of Nashville and Davidson County

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

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

	The state of the s
Your Firm's Name: Liberty Tire Recycling	
Solicitation Title: Tire Management Services for Scrap Tires	
Solicitation Number: 106211	
Date: 2/10/2021	

Subcontractor (Firm Name)	Address	City	St	Zip	Contact Name	Email	Phone #	MBE	WBE	SBE	SDV	DBE	OTHER	Work to be Performed	Estimated	Estimated %
NA		-	+	<b></b>		<del> </del>							li	svoik to be remormed	Dollar Value	of Total Contract
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JOHN COOPER, MAYOR DEPARTMENT OF FINANCE

## METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

3/5/2021 | 6:58 PM CST

Bryan Crawford Liberty Tire Recycling 600 River Ave Pittsburgh, PA 15212

Re: RFQ # 106211, Tire Management Services for Scrap Tires

Dear Mr. Crawford:

The Metropolitan Government of Nashville and Davidson County (Metro) has completed the evaluation of submitted solicitation offer(s) to the above RFQ # 106211 for Tire Management Services for Scrap Tires. This letter hereby notifies you of Metro's intent to award to Liberty Tire Recycling, contingent upon successful contract negotiations. Please provide a certificate of Insurance indicating all applicable coverages within 15 business days of the receipt of this letter.

If the Equal Business Opportunity (EBO) 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.

Additionally, the awardee will be required to submit evidence of participation of and contractor's payment to all Small, Minority, and Women Owned Businesses participation in any resultant contract. This evidence shall be submitted monthly and include copies of subcontracts or purchase orders, the Prime Contractor's Application for Payment, or invoices, and cancelled checks or other supporting payment documents. Should you have any questions concerning this requirement, please contact Christopher Wood, BAO Representative, at (615) 862-6710 or at christopher.wood@nashville.gov.

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 Brad Wall by email at brad.wall@nashville.gov Monday through Friday between 8:30am and 3:30pm.

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

Sincerely,

Midulle II. Hernander 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.

Procurement Division

RFQ #106211 - Tire Management Services for Scrap Tires					
Liberty Tire Recycling					
Contract Acceptance	Offeror Proposed Contract Exceptions				
Cost (35 Points)	35.00				
Qualifications and Experience (35 Points)	25.00				
Project Approach (30 Points)	25.00				
Total (100 Points) 85.00					

#### **Liberty Tire Recycling**

**Strengths** - The offeror provided an overview of their firm and indicated their years of experience performing tire management services for scrap tires. The offeror has experience working with Metro. The offeror provided a detailed description on how they would collect and store scrap tires. The offeror provided a detailed description on how they would process and transport scrap tires.

Weaknesses - The offeror's description of their team's (prime and subcontractors) capacity to perform the scope of services being requested by Metro lacked detail. The offeror failed to provide resumes of the key individuals that will be performing tire management services for Metro. The offeror failed to provide a description of how the scope of services performed on their reference projects is similar to the scope of services requested in Metro's solicitation. The offeror's proposal lacked information on how they would perform tire management services for scrap tires at Metro's convenience centers listed within the solicitation.

Enter Solicitation Title & Number Below		
Tire Management Services for Scrap Tires; RFQ #106211		Total Cost Points
		35.00
Offeror's Name	Bids	RFP Cost Points
Liberty Tire Recycling	\$35.62	35.00

#### **Certificate Of Completion**

Envelope Id: 8C292305BB0840B9B271789EE0A4BBAD

Subject: Metro Contract 6490604 with Liberty Tire Recycling, LLC(Public Works)

Source Envelope:

Document Pages: 32

Certificate Pages: 17

AutoNav: Enabled **Envelopeld Stamping: Enabled** 

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

Signatures: 6

Initials: 5

Procurement Resource Group 730 2nd Ave. South 1st Floor

Nashville, TN 37219 prg@nashville.gov

Envelope Originator:

Status: Completed

IP Address: 170.190.198.185

#### **Record Tracking**

Status: Original

5/17/2021 2:09:52 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Procurement Resource Group

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

prg@nashville.gov

Pool: StateLocal

Pool: Metropolitan Government of Nashville and

**Davidson County** 

Location: DocuSign

Location: DocuSign

#### **Signer Events**

**Brad Wall** 

Brad.Wall@nashville.gov

Security Level: Email, Account Authentication

(None)

Signature

BW

### **Timestamp**

Sent: 5/17/2021 2:48:08 PM Viewed: 5/17/2021 3:29:40 PM

Signed: 5/17/2021 3:33:28 PM

#### **Electronic Record and Signature Disclosure:**

Accepted: 5/17/2021 3:29:40 PM

ID: c19b5ce2-85b9-4ba9-bd13-72bb9a2dd655

Sandra Walker

sandra.walker@nashville.gov

Security Level: Email, Account Authentication

(None)

SM

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

Sent: 5/17/2021 3:33:38 PM Viewed: 5/17/2021 3:46:24 PM Signed: 5/17/2021 3:46:31 PM

#### **Electronic Record and Signature Disclosure:**

Accepted: 5/17/2021 3:46:24 PM

ID: 0d7af26c-18b9-42ee-9dbd-7e472d159040

**Sharon Wahlstrom** 

Sharon.Wahlstrom@nashville.gov

Security Level: Email, Account Authentication

(None)

Signature Adoption: Uploaded Signature Image Using IP Address: 170.190.198.240

Sent: 5/17/2021 3:46:41 PM Viewed: 5/17/2021 3:52:19 PM Signed: 5/17/2021 3:55:58 PM

#### **Electronic Record and Signature Disclosure:**

Accepted: 5/17/2021 3:52:19 PM

ID: d5bd3dbd-10e1-4583-bd94-e0edc8a0ae12

Rose Wood

Rose.Wood@nashville.gov

Finance Admin

Metro Finance Dept. OMB

Security Level: Email, Account Authentication

(None)

RW

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

Sent: 5/17/2021 3:56:11 PM Viewed: 5/17/2021 3:58:36 PM Signed: 5/17/2021 3:59:57 PM

**Signer Events** Signature **Timestamp Electronic Record and Signature Disclosure:** Not Offered via DocuSign Sent: 5/17/2021 4:00:07 PM **Dewey Grantham** White dgrantham@libertytire.com Viewed: 5/20/2021 2:38:20 PM 281A1230C6A444B Signed: 5/26/2021 3:37:37 PM Regional Vice President Dewey G Grantham Jr. Signature Adoption: Drawn on Device Security Level: Email, Account Authentication Using IP Address: 50.243.211.121 (None) **Electronic Record and Signature Disclosure:** Accepted: 11/9/2015 4:02:26 PM ID: 076f7c04-86bb-4c83-b095-a6f7e3e55705 Michelle A. Hernandez Lane Sent: 5/26/2021 3:37:47 PM Michelle a. Hernandez lane michelle.lane@nashville.gov Viewed: 5/27/2021 3:15:02 AM 90AEFF4BE90446F... Chief Procurement Officer/Purchasing Agent Signed: 5/27/2021 3:15:29 AM Signature Adoption: Pre-selected Style Security Level: Email, Account Authentication Using IP Address: 172.58.144.156 (None) Signed using mobile **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Sent: 5/27/2021 3:15:38 AM Shanna Whitelaw Shanna Whitelaw Shanna.Whitelaw@nashville.gov Viewed: 5/27/2021 8:04:52 AM FB8C2BDC48E542D. Security Level: Email, Account Authentication Signed: 5/27/2021 8:05:26 AM (None) Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.240 **Electronic Record and Signature Disclosure:** Accepted: 5/27/2021 8:04:52 AM ID: 6baf7edf-abdb-407c-a16b-9bc05a6a68ae Kevin Cumbo/tje Sent: 5/27/2021 8:05:35 AM kevin (umbo/tje Tom.Eddlemon@nashville.gov Viewed: 5/27/2021 9:57:18 AM Security Level: Email, Account Authentication Signed: 5/27/2021 9:57:33 AM (None) Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185 **Electronic Record and Signature Disclosure:** Accepted: 5/27/2021 9:57:18 AM ID: 5045d8b5-f13b-4298-8b4c-9d3ae9c88b94 Sally Palmer Sent: 5/27/2021 9:57:42 AM Completed sally.palmer@nashville.gov Viewed: 5/27/2021 10:27:10 AM Security Level: Email, Account Authentication Signed: 5/27/2021 10:30:32 AM Using IP Address: 170.190.198.100 (None) **Electronic Record and Signature Disclosure:** 

Accepted: 5/27/2021 10:27:10 AM ID: a7001877-b6cc-420b-807f-cc1edb482146

Balogun Cobb

balogun.cobb@nashville.gov

Security Level: Email, Account Authentication (None)

BC

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

Sent: 5/27/2021 10:30:47 AM Viewed: 5/27/2021 10:36:56 AM Signed: 5/27/2021 10:37:54 AM

#### **Electronic Record and Signature Disclosure:**

Signer Events	Signature	Timestamp				
Accepted: 5/27/2021 10:36:56 AM ID: c8bfa16a-d926-42ec-a7da-cff753a2706c						
Tara Ladd	5	Sent: 5/27/2021 10:38:05 AM				
tara.ladd@nashville.gov	tara ladd	Viewed: 5/27/2021 1:13:56 PM				
Assistant Metropolitan Attorney		Signed: 5/27/2021 1:15:59 PM				
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185					
Electronic Record and Signature Disclosure: Accepted: 5/27/2021 1:13:56 PM ID: 94b90f74-0b66-40c2-89ef-9f830d33cfe0						
Elizabeth Waites		Sent: 5/27/2021 1:16:11 PM				
Elizabeth.Waites@nashville.gov	Elizabeth Waites	Viewed: 5/28/2021 6:40:21 AM				
Security Level: Email, Account Authentication		Signed: 5/28/2021 6:40:38 AM				
(None)  Electronic Record and Signature Disclosure: Accepted: 5/28/2021 6:40:21 AM ID: 7df74085-df53-4e70-9d4d-5ae1a08ddd23	Signature Adoption: Pre-selected Style Using IP Address: 69.243.202.99 Signed using mobile					
In Person Signer Events	Signature	Timestamp				
Editor Delivery Events	Status	Timestamp				
Agent Delivery Events	Status	Timestamp				
Intermediary Delivery Events	Status	Timestamp				
Sally Palmer	VIEWED	Sent: 5/27/2021 10:30:42 AM				
sally.palmer@nashville.gov	VILVED	Viewed: 5/27/2021 10:32:36 AM				
Security Level: Email, Account Authentication		Completed: 5/28/2021 6:41:04 AM				
(None)	Using IP Address: 170.190.198.100					
,	Using IP Address: 170.190.198.100					
Electronic Record and Signature Disclosure: Accepted: 5/27/2021 10:32:36 AM ID: 023650bd-24ff-4489-ad18-2f606cbb9a24	Using IP Address: 170.190.198.100  Status	Timestamp				
Electronic Record and Signature Disclosure: Accepted: 5/27/2021 10:32:36 AM ID: 023650bd-24ff-4489-ad18-2f606cbb9a24  Certified Delivery Events	·	Timestamp Timestamp				
Electronic Record and Signature Disclosure: Accepted: 5/27/2021 10:32:36 AM ID: 023650bd-24ff-4489-ad18-2f606cbb9a24  Certified Delivery Events  Carbon Copy Events	Status Status	·				
Electronic Record and Signature Disclosure: Accepted: 5/27/2021 10:32:36 AM ID: 023650bd-24ff-4489-ad18-2f606cbb9a24  Certified Delivery Events  Carbon Copy Events  Christopher Wood Christopher.Wood@nashville.gov	Status	Timestamp				
Electronic Record and Signature Disclosure: Accepted: 5/27/2021 10:32:36 AM ID: 023650bd-24ff-4489-ad18-2f606cbb9a24  Certified Delivery Events  Carbon Copy Events  Christopher Wood Christopher.Wood@nashville.gov Security Level: Email, Account Authentication	Status Status	Timestamp				
Electronic Record and Signature Disclosure: Accepted: 5/27/2021 10:32:36 AM ID: 023650bd-24ff-4489-ad18-2f606cbb9a24  Certified Delivery Events  Carbon Copy Events  Christopher Wood Christopher.Wood@nashville.gov Security Level: Email, Account Authentication (None)	Status Status	Timestamp				
Electronic Record and Signature Disclosure:     Accepted: 5/27/2021 10:32:36 AM     ID: 023650bd-24ff-4489-ad18-2f606cbb9a24  Certified Delivery Events  Carbon Copy Events  Christopher Wood Christopher.Wood@nashville.gov Security Level: Email, Account Authentication (None)  Electronic Record and Signature Disclosure:     Accepted: 5/27/2021 2:24:21 PM     ID: bd9c8406-b29f-481b-bb1b-3a3c3f9dadfd	Status  COPIED	Timestamp				
Electronic Record and Signature Disclosure:     Accepted: 5/27/2021 10:32:36 AM     ID: 023650bd-24ff-4489-ad18-2f606cbb9a24  Certified Delivery Events  Carbon Copy Events  Christopher Wood Christopher Wood@nashville.gov Security Level: Email, Account Authentication (None)  Electronic Record and Signature Disclosure:     Accepted: 5/27/2021 2:24:21 PM     ID: bd9c8406-b29f-481b-bb1b-3a3c3f9dadfd	Status Status	Timestamp Sent: 5/28/2021 6:40:49 AM				
Electronic Record and Signature Disclosure:     Accepted: 5/27/2021 10:32:36 AM     ID: 023650bd-24ff-4489-ad18-2f606cbb9a24  Certified Delivery Events  Carbon Copy Events  Christopher Wood Christopher.Wood@nashville.gov Security Level: Email, Account Authentication (None)  Electronic Record and Signature Disclosure:     Accepted: 5/27/2021 2:24:21 PM	Status  COPIED	Timestamp Sent: 5/28/2021 6:40:49 AM				

**Carbon Copy Events Status Timestamp** Amber Gardner Sent: 5/28/2021 6:40:56 AM **COPIED** Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Sharon Smith Sent: 5/28/2021 6:40:59 AM **COPIED** sharon.smith@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Amy Schuler Sent: 5/28/2021 6:41:02 AM **COPIED** amy.schuler@nashville.gov Security Level: Email, Account Authentication **Electronic Record and Signature Disclosure:** Accepted: 4/16/2021 2:59:58 PM ID: 58615413-4916-4814-8e0b-0cc9169d2f86 Bryan Crawford Sent: 5/28/2021 6:41:04 AM **COPIED** bcrawford@libertytire.com Security Level: Email, Account Authentication

Witness Events	Signature	Timestamp			
Notary Events	Signature	Timestamp			
Envelope Summary Events	Status	Timestamps			
Envelope Sent	Hashed/Encrypted	5/17/2021 2:48:08 PM			
Certified Delivered	Security Checked	5/28/2021 6:40:21 AM			
Signing Complete	Security Checked	5/28/2021 6:40:38 AM			
Completed	Security Checked	5/28/2021 6:41:04 AM			
Payment Events	Status	Timestamps			
Electronic Record and Signature Disclosure					

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

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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

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overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes�) resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

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

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Timestamp
Sent: 9/5/2025

Sent: 9/5/2025 11:54:15 AM Viewed: 9/5/2025 1:28:04 PM Signed: 9/5/2025 1:28:43 PM

Signature Adoption: Uploaded Signature Image

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

Using IP Address: 170.190.198.185

**Electronic Record and Signature Disclosure:** 

Not Offered via Docusign

Kristin Kumrow

Kristin.Kumrow@nashville.gov

Security Level: Email, Account Authentication

(None)

KCK

Sent: 9/5/2025 1:28:46 PM Viewed: 9/5/2025 1:36:47 PM

Signed: 9/5/2025 1:37:35 PM

Electronic Record and Signature Disclosure: Accepted: 9/5/2025 1:36:47 PM

ID: 07dd5da8-3da3-4092-a282-4b33545f1161

Alla Cross

alla.cross@nashville.gov

(None)

alla (ross

Sent: 9/5/2025 1:37:38 PM Viewed: 9/5/2025 4:19:22 PM

Signed: 9/5/2025 4:19:52 PM

Security Level: Email, Account Authentication

(None)

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

Electronic Record and Signature Disclosure:

Accepted: 9/5/2025 4:19:22 PM

ID: 9e149e81-1e3a-4150-8985-3d185055952f

Scott Fowler

SFowler@libertytire.com

RVP

Liberty Tire Recycling LLC

Security Level: Email, Account Authentication

(None)

Signature Adoption: Pre-selected Style Using IP Address: 12.201.248.18

Signed using mobile

Scott Fowler

**Electronic Record and Signature Disclosure:** 

Sent: 9/5/2025 4:19:58 PM Viewed: 9/8/2025 7:10:50 AM Signed: 9/8/2025 7:13:38 AM

Signer Events	Signature	Timestamp
Accepted: 9/8/2025 7:10:50 AM ID: 593c56d4-99fb-4e1d-a544-0cbd0abdadb0		
Dennis Rowland dennis.rowland@nashville.gov Purchasing Agent & Chief Procurement Officer	Dennis Kowland	Sent: 9/8/2025 7:13:42 AM Viewed: 9/9/2025 7:31:12 AM Signed: 9/9/2025 7:31:27 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Diana Alarcon		Sent: 9/9/2025 7:31:31 AM
diana.alarcon@nashville.gov Director	Diana Alarcon	Viewed: 9/9/2025 11:34:29 AM Signed: 9/9/2025 11:35:03 AM
Metro Nashville Security Level: Email, Account Authentication	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.240	
(None)  Electronic Record and Signature Disclosure: Accepted: 9/9/2025 11:34:29 AM ID: 1fb16d26-0961-4a1b-9a17-f3a78c985cc9	Using IP Address. 170.190.196.240	
Jenneen Reed/MAL		Sent: 9/9/2025 11:35:07 AM
michelle.lane@nashville.gov	Jenneen Reed/Mdl	Viewed: 9/10/2025 4:14:04 AM
Deputy Director of Finance		Signed: 9/10/2025 10:30:52 AM
Metro Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 172.58.147.74 Signed using mobile	
Electronic Record and Signature Disclosure: Not Offered via Docusign	orgride doing mobile	
Jenneen Reed/mjw		Sent: 9/10/2025 10:30:57 AM
MaryJo.Wiggins@nashville.gov	Jenneen Reed/mjw	Viewed: 9/12/2025 11:01:11 AM
Security Level: Email, Account Authentication	·	Signed: 9/12/2025 11:02:44 AM
(None)	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	
Electronic Record and Signature Disclosure: Accepted: 9/12/2025 11:01:11 AM ID: d1b20744-488c-4200-b1cf-079228ac5463		
Sally Palmer	Completed	Sent: 9/12/2025 11:02:48 AM
sally.palmer@nashville.gov	- Compressor	Viewed: 9/12/2025 11:17:33 AM
Security Level: Email, Account Authentication (None)	Using IP Address: 170.190.198.100	Signed: 9/12/2025 11:25:44 AM
Electronic Record and Signature Disclosure: Accepted: 9/12/2025 11:17:33 AM ID: 15b80068-82d1-4850-8c01-2b56140dfb32		
Balogun Cobb		Sent: 9/12/2025 11:25:49 AM
balogun.cobb@nashville.gov	В	Viewed: 9/17/2025 12:07:02 PM
Insurance Division Manager		Signed: 9/17/2025 12:07:11 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	

Using IP Address: 170.190.198.185

**Electronic Record and Signature Disclosure:** 

**Signer Events Signature Timestamp** Accepted: 9/17/2025 12:07:02 PM ID: e4827cc3-cfee-4ce5-b4cf-8f304250dcf4 Phylinda Ramsey Sent: 9/17/2025 12:07:16 PM Phylinda Ramsey phylinda.ramsey@nashville.gov Viewed: 9/22/2025 8:57:05 AM Security Level: Email, Account Authentication Signed: 9/22/2025 8:57:48 AM (None) Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144 **Electronic Record and Signature Disclosure:** Accepted: 9/22/2025 8:57:05 AM ID: 67516ef1-1ead-4d10-acc8-1ce20a15db78 Procurement Resource Group Sent: 9/22/2025 8:57:52 AM prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign In Person Signer Events Signature **Timestamp Editor Delivery Events Status Timestamp Agent Delivery Events Status Timestamp Intermediary Delivery Events Status Timestamp Certified Delivery Events Status Timestamp Carbon Copy Events Status Timestamp** Jan Harvey Sent: 9/5/2025 11:54:15 AM COPIED jan.harvey@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication **Electronic Record and Signature Disclosure:** Accepted: 9/18/2025 7:41:17 AM ID: dc5ea2f3-a3c0-4ae6-ae7d-d5efa1587878 Jeremy Frye jeremy.frye@nashville.gov Security Level: Email, Account Authentication

**Electronic Record and Signature Disclosure:** Accepted: 9/3/2025 1:19:29 PM

ID: c8b64a03-4037-4339-96c4-10f36c46343a

Amber Gardner

Amber.Gardner@nashville.gov

Security Level: Email, Account Authentication

(None)

Carbon Copy Events Status Timestamp

## **Electronic Record and Signature Disclosure:**

Not Offered via Docusign

Terri Ray

terri.ray@nashville.gov

Security Level: Email, Account Authentication (None)

## **Electronic Record and Signature Disclosure:**

Not Offered via Docusign

John Dillon

JDillon@libertytire.com

Security Level: Email, Account Authentication

(None)

## **Electronic Record and Signature Disclosure:**

Not Offered via Docusign

Tara Patterson

tara.patterson@nashville.gov

Security Level: Email, Account Authentication

(None)

## **Electronic Record and Signature Disclosure:**

Accepted: 9/18/2025 9:17:43 AM

ID: b9d2e1b4-fa50-4f69-8ce8-943257c8678d

Witness Events	Signature	Timestamp	
Notary Events	Signature	Timestamp	
Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	9/5/2025 11:54:15 AM	
Payment Events	Status	Timestamps	
Electronic Record and Signature Disclosure			