



### Notice of Intent to Award

Solicitation Number	219240	Award Date	4/19/2022   11:43 AM CDT
Solicitation Title	Asphalt Solvent		
Buyer Name	Von L. Bell	Buyer Email	von.bell@nashville.gov
BAO Rep		BAO Email	

### Awarded Supplier(s)

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

Company Name	Chemtek, Inc.	Company Contact	Kat Murray		
Street Address	PO Box 14481				
City	DURAHAM	State	NC	Zipcode	27709

Company Name		Company Contact			
Street Address					
City		State		Zipcode	

Company Name		Company Contact			
Street Address					
City		State		Zipcode	

### Certificate of Insurance

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

### Equal Business Opportunity Program

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

Yes, the EBO Program is applicable.

No, the EBO Program is not applicable.

### Monthly Reporting

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

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

Yes, monthly reporting is applicable.

No, monthly reporting is not applicable.

### Public Information and Records Retention

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

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

### Right to Protest

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

MLL Supervisor (Initial)

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

Enter Solicitation Title & Number Below						
Asphalt Solvent RFQ # 219240	Min. SBE/SDV Participation	Incentive Percentage	Incentive Calculator	Lowest Bid	MACP	Winning Bid
	0.0%	0.00%	0.00%	\$10,176.15	\$0.00	\$10,176.15
Offeror's Name	Bids	SBE	Participation Requirement	Participation Incentive	Incentive Evaluation Amount	Status of ITB Award
Chemtek	\$10,176.15	\$0.00	\$0	\$0	\$10,176.15	Awarded

No EBO and/or SBE programming was applicable.

From: Young, Tim (NDOT) [Tim.Young@nashville.gov]  
To: Bell, Von (Finance) [Von.Bell@nashville.gov]  
Subject: RE: RFQ 219240 Asphalt Solvent  
Sent: Tue 4/5/2022 1:31 PM GMT-07:00  
Importance: Normal

Von,

NDOT approves and wishes to move ahead and award.

Thanks,

Tim Young

615-533-0381

From: Bell, Von (Finance) <Von.Bell@nashville.gov>  
Sent: Tuesday, April 5, 2022 1:16 PM  
To: Young, Tim (NDOT) <Tim.Young@nashville.gov>  
Subject: RE: RFQ 219240 Asphalt Solvent

Hi Tim,

I wanted to follow up to see what the department has decided on this?

Thanks,

Von

From: Bell, Von (Finance)  
Sent: Friday, April 1, 2022 8:45 AM  
To: Young, Tim (NDOT) <Tim.Young@nashville.gov <mailto:Tim.Young@nashville.gov>  
>  
Subject: RE: RFQ 219240 Asphalt Solvent

Tim,

The breakdown is as followed:

Asphalt Solvent

Asphalt Solvent (10-275 Gal Totes)

275

Gal

\$25.76

\$ 7,084.00

Asphalt Solvent (10-55 Gal Drums)

55

Gal

\$25.91

\$ 1,425.05

Asphalt Solvent (10 Cases; 4 Dozen per case)

10

Case

\$166.71

\$ 1,667.10

\$10,176.15

Thanks,

Von

From: Young, Tim (NDOT) <Tim.Young@nashville.gov  
<mailto:Tim.Young@nashville.gov> >  
Sent: Thursday, March 31, 2022 2:41 PM  
To: Bell, Von (Finance) <Von.Bell@nashville.gov <mailto:Von.Bell@nashville.gov>  
>  
Subject: Re: RFQ 219240 Asphalt Solvent

Do you have the cost breakdown?

Tim

Sent from my Verizon, Samsung Galaxy smartphone  
Get Outlook for Android <<https://aka.ms/AAb9ysg>>

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From: Bell, Von (Finance) <Von.Bell@nashville.gov  
<mailto:Von.Bell@nashville.gov> >  
Sent: Thursday, March 31, 2022 2:32:45 PM  
To: Young, Tim (NDOT) <Tim.Young@nashville.gov <mailto:Tim.Young@nashville.gov>  
>  
Subject: RFQ 219240 Asphalt Solvent

Tim,

Good afternoon Tim,

Please see the attached cost evaluation for approval of this single offer ITB solicitation.

RFQ # 219240 closed with a single bidder. Please let me know if the water service department considers the offer fair and reasonable and agree to proceed or An adequate number of suppliers had an opportunity to submit responses to the solicitation or would like to publish the solicitation again.

Please note, no EBO goals or MBE/WBE goals were established for this solicitation.

Von L. Bell

Procurement Officer II (Buyer)

Department of Finance

Procurement Division

Metropolitan Government, Nashville Davidson County

730 2nd Avenue South, St 101

Nashville, TN 37201

Office-615-862-6463

Do what you are supposed to do when you are supposed to do it; because when you don't, it impacts others!!!

**Certificate Of Completion**

Envelope Id: 71132608DE5F43C4B577B37FAA3201CD	Status: Completed
Subject: UPDATED Intent to Award - RFQ #219240 Asphalt Solvent	
Source Envelope:	
Document Pages: 6	Signatures: 1
Certificate Pages: 15	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185

**Record Tracking**

Status: Original 4/18/2022 7:17:48 AM	Holder: Procurement Resource Group prg@nashville.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

**Signer Events**

Signer Events	Signature	Timestamp
Gary C Clay Gary.Clay@nashville.gov Asst. Purchasing Agent Security Level: Email, Account Authentication (None)	  Signature Adoption: Uploaded Signature Image Signed by link sent to Gary.Clay@nashville.gov Using IP Address: 170.190.198.185	Sent: 4/18/2022 7:20:04 AM Viewed: 4/18/2022 7:24:29 AM Signed: 4/18/2022 7:24:51 AM

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

Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Signed by link sent to michelle.lane@nashville.gov Using IP Address: 170.190.198.185	Sent: 4/18/2022 7:24:52 AM Viewed: 4/19/2022 11:43:21 AM Signed: 4/19/2022 11:43:46 AM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>

Von Bell von.bell@nashville.gov Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 4/19/2022 11:43:47 AM Viewed: 4/19/2022 11:44:39 AM
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**Electronic Record and Signature Disclosure:**

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Accepted: 11/24/2021 9:01:54 AM  
ID: d0afbccd-5a2b-4a27-95d0-2722ca6efcdc

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	4/18/2022 7:20:04 AM
Certified Delivered	Security Checked	4/19/2022 11:43:21 AM
Signing Complete	Security Checked	4/19/2022 11:43:46 AM
Completed	Security Checked	4/19/2022 11:43:47 AM

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

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

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

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#### 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 exempted 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.

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**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

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