



Notice of Intent to Award

Solicitation Number	236240	Award Date	6/13/2022 6:59 AM CDT
Solicitation Title	Cab Over Dump Truck		
Buyer Name	Von L. Bell	Buyer Email	von.bell@nashville.gov
BAO Rep	Christopher Wood	BAO Email	Christopher.Wood@nashville.gov

Awarded Supplier(s)

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

Company Name	Freightliner of Arizona, LLC dba Neely Coble Company	Company Contact	Tony Ford	
Street Address	319 Fesslers Lane			
City	Nashville	State	TN	Zipcode 37210

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.

 Supervisor (Initial)

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

Enter Solicitation Title & Number Below						
Cab Over Dump Truck: RFQ #236240	Min. SBE/SDV Participation	Incentive Percentage	Incentive Calculator	Lowest Bid	MACP	Winning Bid
	0.0%	0.00%	0.00%	\$103,893.00	\$0.00	\$103,893.00
Offeror's Name	Bids	SBE	Participation Requirement	Participation Incentive	Incentive Evaluation Amount	Status of ITB Award
Freightliner of Arizona, LLC dba Neely Coble Company	\$103,893.00	\$0.00	\$0	\$0	\$103,893.00	Awarded

No EBO and SBE/SDV programming was applicable

From: [Lane, Michelle \(Finance - Procurement\)](#)
To: [Bell, Von \(Finance\)](#); [Clay, Gary \(Finance\)](#)
Subject: RE: RFQ 236240 Cab Over Dump Truck
Date: Wednesday, June 8, 2022 2:34:24 PM

approved

Michelle A. Hernandez Lane
Chief Procurement Officer/Purchasing Agent
Department of Finance
Procurement Division
Metropolitan Nashville Davidson County
730 2nd Avenue South, Ste. 101
Nashville, TN 37201
Office- 615.862.5471

From: Bell, Von (Finance) <Von.Bell@nashville.gov>
Sent: Friday, June 3, 2022 7:44 AM
To: Lane, Michelle (Finance - Procurement) <Michelle.Lane@nashville.gov>; Clay, Gary (Finance) <Gary.Clay@nashville.gov>
Subject: FW: RFQ 236240 Cab Over Dump Truck

Michelle,

Per **R4.12.011.03.1**. I am needing approval of a single bidder for the cab over dump truck. **RFQ# 236240** closed with a single bidder, Freightliner of Arizona, LLC dba Neely Coble Company.

Please note, Fleet (Andrew Tinsley/department contact) considers the offer fair and reasonable and agrees to proceed. An adequate number of suppliers had an opportunity to submit responses to the solicitation as all suppliers registered under category code **25100000** that were sent the **ITB**.

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

Thanks,
Von

From: Tinsley, Andrew J (Fleet Management) <Andrew.Tinsley@nashville.gov>
Sent: Tuesday, May 31, 2022 6:55 AM
To: Bell, Von (Finance) <Von.Bell@nashville.gov>; Wall, Stacey (Fleet Management) <Stacey.Wall@nashville.gov>
Subject: RE: RFQ 236240 Cab Over Dump Truck

Appears fair and reasonable to me. Please proceed.

Thanks
Andrew

From: Bell, Von (Finance) <Von.Bell@nashville.gov>
Sent: Thursday, May 26, 2022 8:43 AM
To: Tinsley, Andrew J (Fleet Management) <Andrew.Tinsley@nashville.gov>; Wall, Stacey (Fleet Management) <Stacey.Wall@nashville.gov>
Subject: RFQ 236240 Cab Over Dump Truck

Hi Andrew,

I have attached a copy of the bid that was submitted for RFQ 236240 Cab over dump truck.

Please review and provide a response if the department considers the offer fair and reasonable.

Let me know if the department is open to accepting the offer to move ahead with the procurement process.

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: 1528BCCE3CEA454197F72D597A938D62	Status: Completed
Subject: Intent to Award - RFQ #236240 Cab Over Dump Truck	
Source Envelope:	
Document Pages: 4	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: 170.190.198.190


Record Tracking

Status: Original 6/10/2022 9:37:33 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: 6/10/2022 9:40:17 AM Viewed: 6/10/2022 9:48:03 AM Signed: 6/10/2022 9:48:36 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: 172.58.147.44 Signed using mobile	Sent: 6/10/2022 9:48:36 AM Viewed: 6/13/2022 6:58:19 AM Signed: 6/13/2022 6:59:30 AM
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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**

Von Bell von.bell@nashville.gov Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 6/13/2022 6:59:31 AM
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Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
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Accepted: 5/31/2022 7:57:19 AM
ID: db98399f-af2b-4062-bef4-f4d2213ffbcc

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/10/2022 9:40:17 AM
Certified Delivered	Security Checked	6/13/2022 6:58:19 AM
Signing Complete	Security Checked	6/13/2022 6:59:30 AM
Completed	Security Checked	6/13/2022 6:59:31 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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

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

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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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