

### **Notice of Intent to Award**

| Solicitation Number | 239241                        | Award Date  | 8/1/2022   3:42 PM CDT         |  |
|---------------------|-------------------------------|-------------|--------------------------------|--|
| Solicitation Title  | Coffee Tea & Water Dispensers |             |                                |  |
| 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   | Webbs Refreshments Inc | Compa                       | Company Contact |         | Dewey Dodson |  |
|----------------|------------------------|-----------------------------|-----------------|---------|--------------|--|
| Street Address | 149 MTCS Drive         |                             |                 |         |              |  |
| City           | Murfreesboro           | State                       | TN              | Zipcode | 37129        |  |
|                |                        |                             |                 |         |              |  |
| Company Name   | Royal Cup Coffee       | Company Contact Nick Humble |                 |         |              |  |
| Street Address | 384 Mason Road         |                             |                 |         |              |  |
| City           | LaVergne               | State                       | TN              | Zipcode | 37086        |  |
|                |                        |                             |                 |         |              |  |
| 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 |               |            |               |               |              |               |
|---|---------------|------------|---------------|---------------|--------------|---------------|
| RFQ 239241                              | Min. SBE/SDV  | Incentive  | Incentive     |               |              |               |
| Coffee, Tea, Water Dispensers           | Participation | Percentage | Calculator    | Lowest Bids   | MACP         | Winning BidS  |
|   | 0.0%          | 0.00%      | 0.00%         | \$94,025.00   | \$0.00       | \$94,025.00   |
|   | 0.0%          | 0.00%      | 0.00%         | \$125,452.00  | \$0.00       | \$125,452.00  |
|   |               |            |               |               | Incentive    |               |
|   |               |            | Participation | Participation | Evaluation   | Status of ITB |
| Offeror's Name                          | Bids          | SBE        | Requirement   | Incentive     | Amount       | Award         |
| WEBBS REFRESHMENTS INC                  | \$94,025.00   | \$0.00     | \$0           | \$0           | \$94,025.00  | Awarded       |
| ROYAL CUP COFFEE                        | \$125,452.00  |            |               |               | \$125,452.00 | Awarded       |
|   |               |            |               |               |              |               |

No EBO and SBE/SDV programming was applicable

From: <u>Lane, Michelle (Finance - Procurement)</u>

To: <u>Bell, Von (Finance)</u>
Cc: <u>Clay, Gary (Finance)</u>

Subject: RE: RFQ 239241 Coffee Tea and Water Dispensers

**Date:** Thursday, July 28, 2022 6:28:07 PM

Please move forward with both awards to ensure sufficient capacity to manage the entirety of Metro's enterprise wide need. thanks

Michelle A. Hernandez Lane

Chief Procurement Officer/Purchasing Agent

Department of Finance Procurement Division

Metropolitan Nashville Davidson County

730 2<sup>nd</sup> Avenue South, Ste. 101

Nashville, TN 37201 Office- 615.862.5471

From: Bell, Von (Finance) < Von. Bell@nashville.gov>

**Sent:** Wednesday, July 27, 2022 5:19 PM

To: Lane, Michelle (Finance - Procurement) < Michelle.Lane@nashville.gov>

**Cc:** Clay, Gary (Finance) <Gary.Clay@nashville.gov> **Subject:** RFQ 239241 Coffee Tea and Water Dispensers

Michelle,

RFQ 239241 Coffee, tea, and was published on July 8, 2022 and closed on July 15, 2022 as an ITB for general services (Requisition 4059327) by department contact Ava Elsaghir. The solicitation unfortunately failed to include specific language regarding the department's request/goal to award two contracts based on the two lowest bidders.

The solicitation closed with two bidders and the current contact holders. Since Metro has historically awarded two contracts, I wanted to ask for approval to award both bidders and provide ample supply of goods and services; coffee, tea, and water dispensers to metro facilities.

Thanks, Von

Von L. Bell

Procurement Officer II (Buyer)
Department of Finance
Procurement Division
Metropolitan Government, Nashville Davidson County
730 2<sup>nd</sup> Avenue South, St 101

Nashville, TN 37201 Ofiice-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!!!

From: Elsaghir, Ava (General Services)

To: Bell, Von (Finance)

**Subject:** RE: RFQ 239241 Coffee Tea and Water Dispensers

**Date:** Thursday, July 28, 2022 9:50:40 AM

Thank you Von, I approve the award to the lowest (2) bidders – prices are fair and reasonable.

Please proceed.

Thank you

Ava

From: Bell, Von (Finance) < Von. Bell@nashville.gov>

**Sent:** Thursday, July 28, 2022 9:48 AM

**To:** Elsaghir, Ava (General Services) <Ava.Elsaghir@nashville.gov> **Subject:** FW: RFQ 239241 Coffee Tea and Water Dispensers

Hi Ava,

Sorry for just now sending you a response on this. Since the department's goal was to award two contracts to the 2 suppliers with lowest bids, it has been determined that both of the submitted bids will potentially be awarded.

Please review the attached bids for fair and reasonable offers for the department to accept and move forward with the procurement process.

Thanks, Von

**From:** Bell, Von (Finance)

**Sent:** Friday, July 15, 2022 5:06 PM

**To:** Elsaghir, Ava (General Services) < <u>Ava. Elsaghir@nashville.gov</u>>

**Subject:** RFQ 239241 Coffee Tea and Water Dispensers

Hi Ava,

RFQ 239241 closed on July 15, 2022 and I have attached a copy of the lowest bid submitted for RFQ 239241 Coffee, Tea, and Water Dispensers.

Please review and provide a response if the department considers the offer <u>fair</u> and <u>reasonable</u>.

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

Thanks,

Von L. Bell

Procurement Officer II (Buyer)
Department of Finance
Procurement Division
Metropolitan Government, Nashville Davidson County
730 2<sup>nd</sup> Avenue South, St 101
Nashville, TN 37201
Office-615-862-6463

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# **Certificate Of Completion**

Envelope Id: 3E51A8A0A8DA4CE583ECA4F6F11986FA

Subject: Intent to Award - RFQ #239241 Coffee Tea and Water Dispenser

Source Envelope:

Document Pages: 6

Certificate Pages: 15 AutoNav: Enabled

**Envelopeld Stamping: Enabled** 

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

Status: Completed

**Envelope Originator:** 

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

Nashville, TN 37219 prg@nashville.gov

IP Address: 170.190.198.190

### **Record Tracking**

Status: Original

7/29/2022 2:09:36 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Procurement Resource Group prg@nashville.gov

Pool: StateLocal

Signatures: 1

Initials: 1

Pool: Metropolitan Government of Nashville and

**Davidson County** 

Location: DocuSign

Location: DocuSign

# **Signer Events**

Gary C Clay

Gary.Clay@nashville.gov Asst. Purchasing Agent

Security Level: Email, Account Authentication

(None)

Signature

Sec

**Timestamp** 

Signature Adoption: Uploaded Signature Image

Using IP Address: 170.190.198.185

Michelle a. Hernandez Lane

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

### **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)

Not Offered via DocuSign

Sent: 7/29/2022 2:17:49 PM Viewed: 7/29/2022 2:29:04 PM Signed: 7/29/2022 2:29:20 PM

Sent: 7/29/2022 2:29:22 PM Viewed: 8/1/2022 3:42:04 PM Signed: 8/1/2022 3:42:37 PM

# **Electronic Record and Signature Disclosure:**

| 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<br>von.bell@nashville.gov | COPIED    | Sent: 8/1/2022 3:42:38 PM |

von.bell@nashville.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 6/30/2022 8:41:25 AM ID: 5b306af8-b6fa-4947-a11a-391330f6cd17

| Witness Events                             | Signature        | Timestamp            |  |  |
|--|------------------|----------------------|--|--|
| Notary Events                              | Signature        | Timestamp            |  |  |
| Envelope Summary Events                    | Status           | Timestamps           |  |  |
| Envelope Sent                              | Hashed/Encrypted | 7/29/2022 2:17:49 PM |  |  |
| Certified Delivered                        | Security Checked | 8/1/2022 3:42:04 PM  |  |  |
| Signing Complete                           | Security Checked | 8/1/2022 3:42:37 PM  |  |  |
| Completed                                  | Security Checked | 8/1/2022 3:42:38 PM  |  |  |
| Payment Events                             | Status           | Timestamps           |  |  |
| Electronic Record and Signature Disclosure |                  |                      |  |  |

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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

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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