

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



4/9/2021 | 4:28 PM CDT

All Proposers on RFQ 106217 Metro Wide Chiller Maintenance, Inspection and Repair Service

Dear Proposers:

Please be advised that the intent to award to BernhardMCC is hereby rescinded, as the Purchasing Agent has determined it is in the best interest of Metro to do so because of non-compliance to solicitation requirements. An updated award letter reflecting the correction will be issued soon.

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

Kind Regards,

Michelle A. Hernandez Lane

Michelle A. Hernandez Lane
Chief Procurement/Purchasing Agent
Metropolitan Government of Nashville & Davidson County

cc: Solicitation Files

Certificate Of Completion

Envelope Id: 7990659756B347A18E21EE446A9B5C91

Status: Completed

Subject: Rescind Letter for RFQ #106217 Metro Chiller Maintenance Inspection and Repair Service

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

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Procurement Resource Group

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730 2nd Ave. South 1st Floor

Enveloped Stamping: Enabled

Nashville, TN 37219

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

prg@nashville.gov

IP Address: 170.190.198.185

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prg@nashville.gov

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Michelle A. Hernandez Lane

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Chief Procurement Officer/Purchasing Agent
Metro

Security Level: Email, Account Authentication
(None)

Michelle A. Hernandez Lane

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

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Electronic Record and Signature Disclosure:

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Security Level: Email, Account Authentication
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Accepted: 4/7/2021 2:38:20 PM

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Witness Events

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Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

4/5/2021 4:39:35 PM

Certified Delivered

Security Checked

4/9/2021 4:27:47 PM

Signing Complete

Security Checked

4/9/2021 4:28:02 PM

Completed

Security Checked

4/9/2021 4:28:03 PM

Payment Events

Status

Timestamps

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- (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;
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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 services, 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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