



## METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

7/29/2021 | 6:19 AM CDT

Tony Ford  
Freightliner of Arizona, LLC dba Neely Cobble Company  
319 Fesslers Lane  
Nashville, TN 37210

Re: **RFQ # 111218, Heavy Vehicle Wreck and Body Repair**

Dear Mr. Ford:

The Metropolitan Government of Nashville and Davidson County (Metro) has completed the evaluation of submitted solicitation offer(s) to the above RFQ # 111218 for Heavy Vehicle Wreck and Body Repair. This letter hereby notifies you of Metro's intent to award to Freightliner of Arizona, LLC dba Neely Cobble Company, 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 Jonathan Meadows by email at jonathan.meadows@nashville.gov Monday through Friday between 8:30am and 3:30pm.

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

Sincerely,

*Michelle A. Hernandez 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](#)

730 Second Avenue South, Suite 112  
P.O. Box 196300  
Nashville, Tennessee 37219-6300

[www.Nashville.gov](http://www.Nashville.gov)  
Phone: 615-862-6180  
Fax: 615-862-6179

Enter Solicitation Title & Number Below						
RFQ 111218; Heavy Vehicle Wreck and Body Repair	Min. SBE/SDV Participation	Incentive Percentage	Incentive Calculator	Lowest Bid	MACP	Winning Bid
	0.0%	0.00%	100.00%	\$463,836.67	\$463,836.67	\$463,836.67
Offeror's Name	Bids	SBE	Participation Requirement	Participation Incentive	Incentive Evaluation Amount	Status of ITB Award
Freightliner of Arizona, LLC dba Neely Cobble Company	\$463,836.67	\$0.00	\$0	\$0.00	\$463,836.67	Awarded

**From:** [Lane, Michelle \(Finance - Procurement\)](#)  
**To:** [Meadows, Jonathan \(Finance - Purchasing\)](#)  
**Cc:** [Ray, Terri \(Finance - Procurement\)](#)  
**Subject:** RE: Single Offer Approval RFQ 111218 Heavy Vehicle Wreck and Body Repair  
**Date:** Wednesday, July 14, 2021 12:06:06 PM

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Award to a single offeror is approved.

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

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From: Meadows, Jonathan (Finance - Purchasing) <Jonathan.Meadows@nashville.gov>  
Sent: Tuesday, July 13, 2021 3:00 PM  
To: Lane, Michelle (Finance - Procurement) <Michelle.Lane@nashville.gov>  
Subject: Single Offer Approval RFQ 111218 Heavy Vehicle Wreck and Body Repair  
Michelle,

RFQ #111218 closed with a single bidder, Freightliner of Arizona, LLC dba Neely Coble Company. The department considers the single offer as fair and reasonable and are in agreement to move forward in awarding to Freightliner of Arizona, LLC dba Neely Coble Company. This ITB was solicited to registered vendors under the commodity code 7818 0000, 2519 0000, 2517 0000. An adequate pool of offerors had an opportunity to submit a response to the solicitation. Please review this single offer for approval.

Jonathan Meadows  
Procurement Officer II  
Department of Finance, Procurement Division  
Metropolitan Nashville Davidson County  
730 2nd Avenue South, Ste. 101  
Nashville, TN 37210  
Office- 615-862-6672

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**From:** Tinsley, Andrew J (Fleet Management) <[Andrew.Tinsley@nashville.gov](mailto:Andrew.Tinsley@nashville.gov)>  
**Sent:** Friday, July 9, 2021 7:09 AM  
**To:** Meadows, Jonathan (Finance - Purchasing) <[Jonathan.Meadows@nashville.gov](mailto:Jonathan.Meadows@nashville.gov)>  
**Cc:** Yancey, Charles (Fleet Management) <[Charles.Yancey@nashville.gov](mailto:Charles.Yancey@nashville.gov)>  
**Subject:** RE: RFQ 111218 Heavy Vehicle Wreck and Body Repair

Jonathan,

Sorry for the delay, I thought I had replied yesterday but it was in my outbox.

It appears acceptable to me. Please proceed.

Thanks  
Andrew

**From:** Meadows, Jonathan (Finance - Purchasing) <[Jonathan.Meadows@nashville.gov](mailto:Jonathan.Meadows@nashville.gov)>  
**Sent:** Thursday, July 8, 2021 10:32 AM  
**To:** Tinsley, Andrew J (Fleet Management) <[Andrew.Tinsley@nashville.gov](mailto:Andrew.Tinsley@nashville.gov)>  
**Cc:** Yancey, Charles (Fleet Management) <[Charles.Yancey@nashville.gov](mailto:Charles.Yancey@nashville.gov)>  
**Subject:** RFQ 111218 Heavy Vehicle Wreck and Body Repair

Andrew,

The above mentioned RFQ closed with 1 responsive offeror. Attached is their Bid Form and prices.

Is this offer acceptable?

**Jonathan Meadows**  
Procurement Officer II  
Department of Finance, Procurement Division  
Metropolitan Nashville Davidson County  
730 2nd Avenue South, Ste. 101  
Nashville, TN 37210  
Office- 615-862-6672


**Certificate Of Completion**

Envelope Id: 9796840B14524749BB363F13BFC18D18	Status: Completed
Subject: Intent to Award - RFQ # 111218 Heavy Vehicle Wreck and Body Repair	
Source Envelope:	
Document Pages: 4	Signatures: 1
Certificate Pages: 15	Initials: 1
AutoNav: Enabled	Envelope Originator:
Enveloped 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 7/20/2021 11:56:16 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
Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 7/20/2021 12:00:35 PM Viewed: 7/21/2021 6:44:26 AM Signed: 7/21/2021 6:44:43 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 Using IP Address: 104.176.252.12 Signed using mobile	Sent: 7/21/2021 6:44:46 AM Viewed: 7/29/2021 6:17:41 AM Signed: 7/29/2021 6:19:43 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**

Jonathan Meadows  
Jonathan.Meadows@nashville.gov  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 7/29/2021 6:19:46 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 6/28/2021 5:08:23 PM  
ID: 61d8af6a-5e8c-4c61-88af-90f2401b363f

<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	7/20/2021 12:00:35 PM
Certified Delivered	Security Checked	7/29/2021 6:17:41 AM
Signing Complete	Security Checked	7/29/2021 6:19:43 AM
Completed	Security Checked	7/29/2021 6:19:46 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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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.
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- "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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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



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