

CONTRACT FOR SERVICES AND/OR PRODUCTS

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein "**Contract**") is made and entered into this 13th day of July 2015 by and between the TOWN OF COLLIERVILLE, TENNESSEE, a Tennessee municipal corporation, (herein the "**TOWN**") and ROBERTS-GIBSON, INC. d/b/a P & J PETROLEUM, a Tennessee corporation (herein the "**CONTRACTOR**").

WITNESSETH:

WHEREAS, the TOWN desires to contract with a provider of gasoline and diesel fuel products (herein the "**Contract Items**"), and

WHEREAS, the CONTRACTOR has the requisite experience, abilities and resources to perform and/or furnish the foregoing, and

WHEREAS, the CONTRACTOR desires to enter into this Contract as an independent contractor and is ready, willing and able to provide the services and/or furnish the products in accordance with the terms of and subject to the conditions in this Contract.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

1.00 SCOPE OF CONTRACT

The CONTRACTOR is to furnish the services and/or products as specified in the Invitation to Bid issued by the TOWN under No. TC 2015-22, Gasoline & Diesel Fuel (herein the "**Invitation to Bid**") and any amendments thereto. The Invitation to Bid and any amendments thereto are attached hereto as **Exhibit "A"** and incorporated by reference herein and made a part hereof. Unless otherwise specified herein, the CONTRACTOR is to furnish all materials, tools, equipment, manpower, and consumables necessary to complete the Contract Items.

2.00 TERM OF CONTRACT

The period of this Contract shall be for twelve (12) months, beginning on July 13, 2015 and ending on July 12, 2016. This Contract may be extended by the TOWN for two (2) additional successive twelve (12) month periods or portions thereof, up to a cumulative total of thirty-six (36) months, by written notice to the CONTRACTOR given at least thirty (30) days before the expiration of the term then in existence.

3.00 COMPENSATION

3.01. Amount of Compensation. The CONTRACTOR agrees to provide the services, equipment and products as specified in its bid to the TOWN at the cost specified in said bid and amendments, if any, the bid and any amendments thereto being attached hereto as **Exhibit "B"** and incorporated by reference herein and made a part hereof. The amount as specified in **Exhibit "B"** may be increased or decreased by the TOWN under Section 4.00 of this Contract ("Additional

Services”), through the issuance of an Addendum. Any prices specified in this Contract or an Addendum thereto will remain in effect for the term of this Contract or any extensions thereof.

3.02. Payment of Compensation. All invoices received by the TOWN are payable within thirty (30) days from receipt, provided they have first been approved by the TOWN department that is the beneficiary of the Contract Items, and such department has accepted the Contract Items. The TOWN reserves the right to partially pay any invoice submitted by the CONTRACTOR when requested to do so by the TOWN department that is the beneficiary of the Contract Items. All invoices shall be directed to the Accounts Payable Department, Town of Collierville, 500 Poplar View Parkway, Collierville, Tennessee 38017. In the event any Contract Items are deemed unacceptable, the TOWN’S representative shall notify the CONTRACTOR of the deficiencies in writing and the TOWN may withhold payment until the deficiencies are corrected to the satisfaction of the TOWN, such determination to be made in the sole and absolute discretion of the TOWN. All invoices must clearly indicate the Invitation to Bid number.

4.00 ADDITIONAL SERVICES

In the event the TOWN requests that the CONTRACTOR perform additional services and/or furnish additional products not covered by this Contract, the CONTRACTOR shall perform such additional services after the TOWN and the CONTRACTOR enter into an equitable agreement regarding the additional services and/or products.

5.00 NOTICE TO PROCEED

The CONTRACTOR shall commence to perform and/or furnish the Contract Items called for under this Contract upon the written Notice to Proceed issued by the TOWN.

6.00 CONFLICT OF INTEREST

The CONTRACTOR declares that neither the Mayor, nor any Aldermen, nor any other TOWN official or employee holds a direct or indirect interest in this Contract. The CONTRACTOR pledges that it will notify the TOWN in writing should any TOWN official become either directly or indirectly interested in this Contract. The CONTRACTOR declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the TOWN, or to pay anyone else for the benefit of any official or employee of the TOWN any sum of money or other thing of value for aid or assistance in obtaining this Contract. The CONTRACTOR further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the TOWN or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

7.00 COMPLIANCE WITH LAWS

The CONTRACTOR agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the provision

of the Contract Items and to comply with all instructions and orders issued by the TOWN regarding the Contract Items.

8.00 TERMINATION

Upon thirty (30) days written notice, with or without cause, the TOWN may terminate this Contract. Following such termination, the TOWN and the CONTRACTOR shall agree upon an amount of payment for all Contract Items properly performed or furnished prior to the effective date of termination.

9.00 WARRANTY

The CONTRACTOR warrants that the Contract Items, including any equipment and products provided shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time the service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects or errors; and in the case of products meet the specifications in the Invitation to Bid. The CONTRACTOR warrants that all equipment and products provided shall be furnished to the TOWN in good and working condition. If the CONTRACTOR is notified in writing by the TOWN of any faulty Contract Items furnished by the CONTRACTOR, the CONTRACTOR shall, at the TOWN'S option, either: (i) perform again the relevant Contract Items to correct such fault, defect or error, at no additional cost to the TOWN; or (ii) refund to the TOWN the charge paid by the TOWN which is attributable to such portions of the faulty, defective or erroneous Contract Items, including any costs for re-provision of the relevant Contract Items by other contractors. The CONTRACTOR warrants that all products provided by the CONTRACTOR shall be merchantable, be fit for the purpose intended and shall meet the specifications of the Invitation to Bid. The CONTRACTOR shall be liable for secondary, incidental or consequential damages of any nature resulting from any work performed under this Contract.

10.00 FORCE MAJEURE

The obligations of CONTRACTOR hereunder are subject to and shall be excused in the event of riots, wars, and Acts of God.

11.00 INSURANCE

11.01. Comprehensive General Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the TOWN, coverage for CONTRACTOR on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage.

11.02. Automobile Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Automobile Liability coverage in the minimum amount of Five-Hundred Thousand Dollars (\$500,000) combined single limits for Bodily Injury and Property Damage.

11.03. Workers' Compensation Coverage. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract full and complete Workers' Compensation Coverage as required by State of Tennessee law.

11.04. [Omitted].

11.05. Certificates of Insurance. The CONTRACTOR shall provide the TOWN with Certificates of Insurance on all the policies of insurance and renewals thereof in forms acceptable to the TOWN. Said Comprehensive General Liability policy shall provide that the TOWN be an additional insured. The TOWN shall be notified in writing of any reduction, cancellation or substantial change of said policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the TOWN and licensed and authorized to do business under the laws of the State of Tennessee.

12.00 CLAIMS, LIABILITY AND INDEMNITY

The CONTRACTOR shall assume all risk in connection with the performance of this Contract, and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants, and/or employees in connection with the prosecution and completion of the Contract Items covered by this Contract. The CONTRACTOR agrees that it will indemnify and hold the TOWN and its employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the TOWN arising from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants and/or employees in the performance of this Contract, and the CONTRACTOR will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of this Contract.

13.00 ATTORNEY'S FEES

If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Contract and the TOWN is successful therein, the TOWN shall be entitled to recover from the CONTRACTOR reasonable attorney's fees, court costs and all expenses even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which the TOWN may be entitled.

14.00 EQUAL EMPLOYMENT OPPORTUNITY

14.01. Non-discrimination. In carrying out the Contract Items under this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

14.02. Posting and Advertising. The CONTRACTOR agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained in Paragraph 14.01 hereinabove. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by, or on behalf of, the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONTRACTOR shall incorporate the foregoing requirements of this Paragraph 14.02 in all subcontracts, if any, for services or products covered by this Contract.

15.00 TRANSFER, ASSIGNMENT OR SUBLETTING

This Contract shall not be transferred or assigned or sublet without prior written consent of the TOWN.

16.00 SAFETY MEASURES

The CONTRACTOR shall take all necessary precautions for the safety of the TOWN'S and CONTRACTOR'S employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the CONTRACTOR shall post signs warning against hazards in and around the site where the CONTRACTOR is furnishing Contract Items.

17.00 FAMILIARITY WITH THE CONTRACT ITEMS

The CONTRACTOR, by executing this Contract, acknowledges full understanding of the extent and character of the Contract Items required and the conditions surrounding the provision thereof. The TOWN will not be responsible for any alleged misunderstanding of the Contract Items to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the CONTRACTOR serves as the CONTRACTOR'S stated commitment to fulfill all the conditions referred to in this Contract.

18.00 ENTIRE AGREEMENT

This Contract and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of this Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

19.00 PERMITS, LICENSES AND CERTIFICATES

The CONTRACTOR is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Contract Items under this Contract.

20.00 FIRE, THEFT, LOSS

The CONTRACTOR is responsible for all damage or loss by fire, theft or otherwise to materials, tools, equipment, and consumables left on TOWN property by the CONTRACTOR.

21.00 CONTRACTING AUTHORITY

The persons executing this Contract on behalf of the TOWN and the CONTRACTOR hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

22.00 GOVERNING LAW

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state, and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Shelby County, Tennessee and the CONTRACTOR hereby consents to the jurisdiction of such courts.

23.00 OPPORTUNITY FOR REVIEW

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

24.00 SECTION HEADINGS

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

25.00 NOTICES

All notices, demands, and requests required or permitted by this Contract shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows:

- (i) To: Town of Collierville
500 Poplar View Parkway
Collierville, TN 38017
Facsimile: (901) 457-2207

- (ii) To: Roberts-Gibson, Inc. d/b/a P & J Petroleum
3048 N. Meridian St.

Greenfield, TN 38230
Facsimile: (731) 235-9639

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or telecopier number for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

26.00 SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein by its severance herefrom. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or enforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

27.00 NO CONSENT TO BREACH

No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

28.00 OTHER INSTRUMENTS

The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

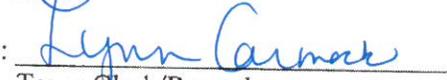
[Signatures to follow on next page]

WITNESS THE DUE EXECUTION HEREOF.

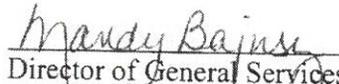
**TOWN OF COLLIERVILLE,
TENNESSEE**

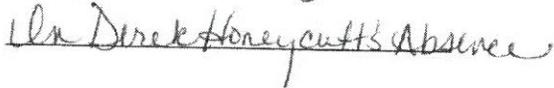
By: 
Stan Joyner, Mayor

ATTEST:

By: 
Town Clerk/Recorder

APPROVED AS TO FORM AND
CONTENT:

 6/30/15
Director of General Services


in Derek Honeycutt's Absence

**ROBERTS-GIBSON, INC. d/b/a P & J
PETROLEUM**

By: 
Its: Branch #2 Manager

CONTRACTOR's Mailing Address:
3048 N. Meridian St.
Greenfield, TN 38230

CONTRACTOR's Telephone Number:
(731) 235-2397

CONTRACTOR's Facsimile Number:
(731) 235-9639

EXHIBIT "A"

Invitation to Bid No. TC 2015-22

TOWN OF COLLIERVILLE

GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

Stan Joyner, Mayor
James H. Lewellen, Town Administrator
Jane Bevill, Finance Director
Derek Honeycutt, Director of General Services
Mandy Bajusz, Purchasing Agent



INVITATION TO BID

BID DESCRIPTION: GASOLINE & DIESEL FUEL

BID NUMBER: TC2015-22

DUE DATE: No Later Than

2:00:00 P.M.
(Local Time)

THURSDAY
(Day)

JUNE 11, 2015
(Date)

**SEALED BID No. TC2015-22
DUE DATE: 06-11-2015**

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CONTRACT FOR SERVICES AND/OR PRODUCTS	SECTION VIII
TOWN OF COLLIERVILLE BID ENVELOPE	ATTACHMENT

SEALED BID No. TC2015-22
DUE DATE: 06-11-2015



TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION I

LEGAL NOTICE TO BIDDER(S)

LEGAL NOTICE TO BIDDERS

The Town of Collierville Purchasing Division is requesting sealed bids on the following items:

BID # TC2015-22 “GASOLINE & DIESEL FUEL”

Complete bid packages are available from the Purchasing Division, 500 Poplar View Parkway, Collierville, TN 38017, Monday through Friday, 8 a.m. to 5 p.m. Interested parties may visit the Purchasing Division’s Bid and RFP webpage at <http://www.collierville.com/general-services-departments-97/bids-rfps> for further solicitation information and to obtain the project’s official bid/RFP distribution form by clicking on the bid/RFP/RFSOQ number. The completed distribution form should be returned by facsimile request at 901-457-2258; or by email to tocpurchasing@ci.collierville.tn.us.

Please Note: As a part of doing business with the Town of Collierville, Tennessee, each individual, company or organization is required to obtain a Vendor Number to reference when requesting a copy of any bid. The Vendor will also be required to reference its Vendor Number on the Bid Response Form.

**The Vendor Number may be obtained by accessing the Town’s vendor registration site and registering as a Town of Collierville vendor at <http://tocpurchasing.collierville.com/bsa>. If you are a registered vendor of the Town of Collierville, but have forgotten or misplaced your vendor number, please visit <http://www.collierville.com/general-services-departments-97/bids-rfps> and click on the “Vendor Information” link on the right hand side of the page. If you have any questions regarding the Vendor Number, please call the Purchasing Division at (901) 457-2253.*

Deadline for sealed bids, submitted to the Purchasing Division, 500 Poplar View Parkway, Collierville, TN 38017, is Thursday, **June 11, 2015 2:00:00 p.m. (local time)**. The bids will then or soon thereafter be publicly opened and read aloud in the Town Board Chambers at 500 Poplar View Parkway, Collierville, Tennessee.

Bid packages must be clearly marked on the outside of the provided opaque Town of Collierville—Official Bid Envelope: **TC2015-22 – “GASOLINE & DIESEL FUEL”**

The Town of Collierville reserves the right to reject any and all bids, accept bids in part or whole, waive defects, informalities or minor irregularities in bids or bid process and to make bid awards, as deemed, to be in its best interest.

During the competitive bid process, Bidders are instructed not to contact the employees of the using departments concerning this Bid Request. **The ONLY official position of the Town is that position which is stated in writing and issued by the Purchasing Division.** No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

Respectfully,
Derek Honeycutt
Director of General Services

SEALED BID No. TC2015-22
DUE DATE: 06-11-2015



TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION II

GENERAL TERMS, CONDITIONS & INSTRUCTIONS

**TOWN OF COLLIERVILLE, PURCHASING DIVISION
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TN 38017
PHONE: (901) 457-2253**

The following terms, conditions, and instructions are included in and become a part of this Bid Request.

1.0 PREPARATION OF BIDS:

- 1.1 **In order to maintain accurate data on each vendor receiving an Invitation to Bid, it is requested that the vendor receiving an invitation, but not wishing to bid, complete and return the attached NO BID REPLY FORM which is part of this section (Refer to page 9 of 9). This information will not preclude receipt of future invitations unless the vendor requests that the firm's name be removed from the Town's Vendor Database or the vendor does not return either this form or a bonafide bid.**

Repeated failure to comply with this request shall be cause for removal of the vendor's name from the vendor database.

- 1.2 All information requested of the vendor shall be entered in the appropriate spaces throughout the bid documents. Failure to provide the appropriate information SHALL be just cause for rejection of the bid.
- 1.3 All information shall be entered in ink or typewritten. Mistakes may be crossed out and correction inserted before submission of your bid. The person signing the bid shall initial correction in ink.
- 1.4 Corrections and/or modifications received after the designated bid opening time will not be accepted.
- 1.5 An authorized officer, employee or agent of the bidder shall sign all bids.

2.0 BID SUBMITTAL INFORMATION:

- 2.1 The bid response document and the other documents contained in this bid packet are legal documents; if the bidder does not understand any of them, the bidder should consult with its attorney. Only the document forms in this bid packet may be used.
- 2.2 A bid shall be invalid if the bidder fails to deposit it in the designated location prior to the time and date for receipt of bids as indicated in the Legal Notice to Bidder(s). The Town will not consider any bid received at the Town's designated location for the bid opening after the exact time specific for receipt. The Town reserves the right to consider bids determined by the Town, in the Town's sole discretion, to have been received late due to mishandling by the Town after receipt of the bid and prior to any award.
- 2.3 A bidder may modify or withdraw a bid by an appropriate document executed and delivered to the Purchasing Division at any time prior to the opening of bids.
- 2.4 **Please Note:** As a part of doing business with the Town of Collierville, Tennessee, each individual, company or organization is required to obtain a Vendor Number to reference when submitting a Bid Response Form. The Vendor Number may be obtained by accessing the Town's vendor registration site and registering as a Town of Collierville vendor at <http://tocpurchasing.collierville.com/bsa>. If you have any questions regarding the Vendor Number, please call the Purchasing Division at (901) 457-2253.
- 2.5 Submit bids (1) in a Town of Collierville Official Bid Envelope with your company's name and address, (2) the Town of Collierville sealed bid number and project title and (3) closing time and due date of bid.

- 2.6 The Town is not responsible for delays occasioned by the U.S. Postal Service or any other means of delivery employed by the bidder. Similarly, the Town is not responsible for, and will not open, any bid responses that are received later than the date and time stated within this bid packet.
- 2.7 All bid responses must be received and time stamped on or before the required bid opening time (local time, 00:00:00) at which time or soon thereafter all bids will be publicly opened and read aloud. Late bids will not be considered.

3.0 CRITERIA OF AWARD:

- 3.1 The Town reserves the rights: (1) to award bids/contracts received on the basis of individual items, or groups of items or on the entire list of items, (2) to reject any or all bids, accept bids in part or whole, (3) waive defects, informalities or minor irregularities in bids or bid process and (4) to award the bid/contract that is deemed, to be in the best value (most advantageous to the Town) as determined by some or all of the following:
 - 3.1.1 Prices offered.
 - 3.1.2 Quality of product/service offered.
 - 3.1.3 General reputation and performance capabilities of the bidder.
 - 3.1.4 Conformity with specifications herein.
 - 3.1.5 Delivery and/or installation schedule.
 - 3.1.6 Location and availability of service and/or repair facilities, personnel and parts.
 - 3.1.7 Suitability for intended use.
 - 3.1.8 Responses to provided references.
 - 3.1.9 Payment terms/discounts offered.
 - 3.1.10 Demonstrations provided, if required.
 - 3.1.11 Ability to meet contract requirements such as warranty provisions, insurance requirements, bonding requirements, etc.
- 3.2 Town of Collierville reserves the right to purchase any or all items in this bid off the current State of Tennessee Statewide Contract, if it is considered by the Director of General Services to be in the best interest of the Town.
- 3.3 In case of one or more identical bids, the winning bidder will be determined by placing in a hat sheets of paper bearing, respectively, the names of the bidders submitting identical bids, with a representative of the Town drawing one piece of paper, and the name of the bidder thereon shall be the successful bidder.
- 3.4 The award of this bid to the successful bidder shall be governed by the laws of the State of Tennessee.

4.0 SPECIFICATIONS:

- 4.1 The specifications given in Section III are not intentionally written around any one manufacturer and are for the purpose of indicating general size, type, and description of the equipment needed.
- 4.2 The Town hereby reserves the right to approve as an equal, or to reject as not being equal, any item the bidder proposed to furnish which contains minor variations from specification requirements but may comply substantially therewith. Items exceeding specifications will be considered as meeting specifications.
- 4.3 The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications.
- 4.4 Changes to the bid specifications are not valid unless authorized in writing by the Town of Collierville Purchasing Division by means of an addendum.

- 4.5 During the competitive bid process, Bidders are instructed not to contact the employees of the using departments concerning this Bid Request. **The ONLY official position of the Town is that position which is stated in writing and issued by the Purchasing Division.** No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

5.0 PRICING AND PAYMENT TERMS:

- 5.1 Prompt payment discounts will be taken into consideration in determining the award. However, an offer of a payment discount must allow a reasonable period of not less than thirty (30) days in order to be included in evaluation of bid pricing. Payment discounts restricted to payment in twenty-nine (29) days or less will not be considered in evaluating bids, as such a short time imposes an unreasonable burden for processing a payment, and the Town cannot be assured that timely action will be taken. A bid offering a payment discount in a period of less than thirty (30) days will be evaluated as a bid without a payment discount offer. Should this bidder obtain an award by reason of their gross price, the Town will hold the offer of payment discount and would make every effort to obtain the discount even if extraordinary action is necessary.
- 5.2 The Town reserves the right to accept any prompt payment discount offered by the successful bidder, however, time will be computed from date of receipt of correct invoice or receipt and acceptance of the shipment, whichever is later.
- 5.3 All prices shall be valid for a minimum of sixty (60) days from the bid opening date unless otherwise indicated in the bid request.
- 5.4 If there is a discrepancy between unit price and its extension, unit price shall prevail.
- 5.5 Prices will be considered as net if no cash discount is shown.

6.0 DELIVERY:

- 6.1 All deliveries shall be F.O.B. Collierville, Tennessee location in place/inside. Unless otherwise specified in the Invitation to Bid, all prices quoted by the bidder must be F.O.B. Collierville, Tennessee with all delivery, handling, surcharges and other charges included in the bid price. Failure to do so may cause rejection of bid. The Town will not pay any additional surcharges relative to this bid number.
- 6.2 The successful bidder shall not be responsible for failure to deliver materials or render services due to acts of God.
- 6.3 Time of delivery shall be stated as the number of calendar days following receipt of the order by the awarded vendor to receipt and acceptance of the goods or services by the Town.
- 6.4 Should deliveries not be made on time as outlined in the successful bidder's response sheet, then the Town has the authority to cancel any and all orders issued under this bid.

7.0 LIABILITIES:

- 7.1 The vendor shall hold the Town, its officers, agents, servants, and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention under this bid, and agrees to defend, at its own expense, any and all action brought against the Town because of the unauthorized use of such articles.

8.0 GRATUITIES:

- 8.1 Town of Collierville may, by written notice to the Bidder, cancel any contract and/or purchase order resulting from the bid without liability if it is determined by the Town that gratuities, in the form of

entertainment, gifts, or otherwise, were offered or given by the Bidder, or any agent or representative of the Bidder, to any officials or employee of the Town with a view toward securing a contract or securing favorable treatment with respect to the award, or the making of any determination with respect to the performing of such a contract. In the event the contract and/or purchase order is cancelled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or with hold the amount of the cost incurred by the Bidder in providing such gratuities.

9.0 SAMPLES:

- 9.1 Samples of items, when required, shall be furnished free of cost to the Town.
- 9.2 Samples of items selected may be retained for future comparison.
- 9.3 Samples that are not destroyed by testing, or that are not retained for future comparison will be returned upon request at the bidder's expense.

10.0 CONFLICT OF INTEREST:

- 10.1 No part of the total contract and/or purchase order amount resulting from this bid shall be paid directly or indirectly to any official or employee of the Town of Collierville, Tennessee as wages, compensation, or gifts in exchange for acting as official, agent, employee, subcontractor, or consultant to the bidder in connection with any work contemplated or performed relative to this bid.

11.0 TAXES:

- 11.1 The bidder shall not include any sales, use or federal excise tax to be collected from the Town since the Town is tax exempt.
- 11.2 Tax exemption certificates will be furnished upon request.

12.0 BRAND NAMES:

- 12.1 Brand names and number, when used, are for reference to indicate the character or quality desired.
- 12.2 When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
- 12.3 Any items other than those brands specified in the bid specifications must be equivalent as to function, basic design, type and quality of materials, method of construction, and any required dimensions.

13.0 DEFAULT BY BIDDER:

- 13.1 In case of default by the bidder, the Town may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the Town. Prices paid by the Town shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Town.

14.0 BID BONDS AND INSURANCE:

- 14.1 When required, Bid Bonds may be submitted in the form of a Bid Bond or a Cashier's Check in the amount required.

- 14.1.1 The Bid Bond must be considered good and solvent by the Town. A good and solvent bond means a bond (1) written by a surety or insurance company listed on the United State department of the treasury financial management service (FMS) list of approved bonding companies, (2) written for an amount which is less than or equal to the amount indicated as approved for the surety or insurance company by the FMS, and (3) is written by a surety or insurance company that is licensed and authorized to do business as a surety or insurer in the state of Tennessee.
- 14.1.2 If a Certified or Cashier's check, as stated above, is supplied, a deposit slip will be completed for the transaction and the check will be deposited within no more than three business days after the initial collection, as required by state law (T.C.A. § 6-56-111) and as per Town standard operating procedures for cash control activities (FIN-051). Unsuccessful bidders who supplied a Certified or Cashier's check will be reimbursed by the Town following the award of the contract.
- 14.1.3 The Town may accept a Letter of Credit, in lieu of a Bid Bond or Certified or Cashier's check, provided that the Bidder has contacted the Town no less than 7 business days, without exception, prior to the bid opening date and time to obtain a template of the language required by the Town to be placed in the Letter of Credit. Failure to use the Town specified Letter of Credit language when submitting the Letter of Credit as stated in the manner below shall result in a non-responsive bid.

14.2 When required, bidders must supply certificate of insurance or bonds through a company that is authorized to do business in the State of Tennessee.

15.0 THIRD PARTY ASSIGNMENT:

15.1 There shall be no assignments, whatsoever to third parties (financial, etc.) unless expressly agreed to by the Town of Collierville in a separate written agreement. Any assignment or attempted assignment, of any nature to third parties, without consent of the Town, shall be cause for termination of the contract at the options of the Town.

16.0 LIEU, CLAIMS OR ENCUMBRANCE:

16.1 The vendor, by bidding their requirements and if they become the successful bidder, agree that all goods and materials are free of any lieu, claim or encumbrance.

17.0 DOCUMENTS INCLUDED IN CONTRACTS:

17.1 The specifications, terms / conditions and detailed requirements shall become a part of any contract agreement and / or purchase order that result from this bid.

18.0 INSPECTION:

18.1 When the Town deems it necessary to inspect shipments, it may do so. Should the inspection reveal that the shipment is not as per the specifications, then the Town has the privilege to return said items at the supplier's expense.

19.0 PURCHASES FROM STATE OF TENNESSEE CONTRACTS:

19.1 The Town reserves the right to purchase item(s) in this bid off the State of Tennessee Contract or other governmental agency contract if it is considered in the best interest of the Town.

20.0 DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION:

20.1 Bidders are advised that T.C.A. 10-7-503(a) mandates that all State, County and Municipal records shall, all times during business hours, be available for personal inspection by any citizen of Tennessee. Any information which is identified in a bid response as proprietary or confidential is therefore subject

to inspection and the Town of Collierville assumes no liability for any information so identified and divulged pursuant to a request under T.C.A. 10-7-503(a).

- 20.2 Once the bids have been opened by the Director of General Services or his/her designated representative, they may be inspected by the public and copies available to bidders only in the Office of Purchasing, 500 Poplar View Parkway, Collierville, Tennessee. Copies made for other parties than the bidders will incur a duplication fee to be collected immediately upon receiving the requested copies.

21.0 TITLE VI INFORMATION:

- 21.1 The Town does not discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities pursuant to Title VI or the Civil Rights Act of 1964 (42 U.S.C. 200d) and the Americans with Disabilities Act of 1990, Pub. L.101-336.

22.0 COLLUSION:

- 22.1 Bidders, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

23.0 BID PROTEST:

- 23.1 Any protest concerning the award of this bid shall be decided by the Director of General Services. Protest shall be made in writing to the Office of Purchasing and shall be filed within 10 days of issuance of award notification. A protest is considered filed when received by the Office of Purchasing. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reasons for the protest and supporting exhibits. The Office of Purchasing will respond to the written protest within seven days. The Director of General Services' decision relative to the protest shall be final.

24.0 AVAILABILITY OF APPROPRIATED FUNDS:

- 24.1 The bidder hereto agrees that any and all payments due from the Town, as required under the terms of this agreement, are contingent upon the availability of Appropriated Funds.

25.0 BID WITHDRAWAL:

- 25.1 At any time up to the hour and date set for opening of bids, a bidder may withdraw his/her bid. Such withdrawal must be in writing and sent to the Director of General Services at the address set forth herein, delivered in person. Such withdrawal shall be effective only upon receipt by the Director of General Services and will not preclude the submission of another bid by such bidder to the hour and date set for the opening of bids.
- 25.2 After the scheduled time for opening of bids, no bidder will be permitted to withdraw his/her bid.

26.0 TIE BID:

- 26.1 In case of one or more identical bids, the winning bidder will be determined by placing in a hat sheets of paper bearing, respectively, the names of the bidders submitting identical bids, with a representative of the Town drawing one piece of paper, and the name of the bidder thereon shall be the successful bidder.

27.0 QUESTIONS AND INQUIRES:

- 27.1 Any concerns with this invitation to bid should be addressed to Mandy Bajusz, Purchasing Agent, telephone number (901) 457-2261, FAX number (901) 457-2258, Monday through Friday, 8:30 A.M. to 4:30 P.M.
- 27.2 Any matter of this bid package that requires explanation or interpretation must be inquired into by the Bidder in writing at least three days (excluding weekends and holidays) prior to the time set for the Bid Opening. Fax all questions to the Buyer, Lori Bryant, in the Purchasing Division at (901) 457-2258. All questions will be responded to in the form of written addenda to all Bidders. All addenda that you receive shall become a part of the contract documents.
- 27.3 No addenda will be issued later than three (3) business days prior to the date for receipt of bids except an addendum withdrawing the request for bids or one which includes a revised date for receipt of bids.

TO OUR SUPPLIERS: Please take a few minutes to complete this form and return it if you are submitting a “No Bid” response.

STATEMENT OF NO BID

We ask that you place an “X” on the appropriate blank that corresponds with your company’s “No Bid” response.

- 1. _____ Specifications too “tight”, i.e. geared toward one (1) brand or manufacturer only. (Briefly explain below.)
- 2. _____ Specifications are unclear. (Briefly explain below)
- 3. _____ We are unable to meet specifications.
- 4. _____ Insufficient time to respond to the Invitation to Bid. (Briefly explain below if fault of Town)
- 5. _____ Our schedule would not permit us to perform within the required time.
- 6. _____ We are unable to meet bond requirements.
- 7. _____ We are unable to meet insurance requirements.
- 8. _____ We do not offer this product or service.
- 9. _____ Remove us from your bidders list for this particular commodity or service.
- 10. _____ Please keep our name on your bidders list for future reference.
- 11. _____ Other (specify below)

FURTHER REMARKS: (e.g., name change, address, phone or Fax change)

COMPANY NAME: _____

DATE: _____ **TIME:** _____

NAME: _____ **TITLE:** _____

SIGNATURE: _____

SEALED BID No. TC2015-22
DUE DATE: 06-11-2015



TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION III

DETAILED REQUIREMENTS / SPECIFICATIONS

**TOWN OF COLLIERVILLE, PURCHASING DIVISION
 500 POPLAR VIEW PARKWAY
 COLLIERVILLE, TN 38017
 PHONE: (901) 457-2253**

1. SCOPE

The Town of Collierville is seeking bids for Regular Unleaded 87 Octane Gasoline and Ultra Low Sulfur Diesel Fuel. This contract will run for one (1) calendar year to begin from the Notice to Proceed date, with the option to renew for two additional one-year periods for a total of three years. The Town expects to purchase approximately 160,000 gallons of Regular Unleaded 87 Octane Gasoline and approximately 110,000 gallons of Ultra Low Sulfur Diesel over the twelve-month contract period.

2. QUALIFICATIONS OF BIDDER

All bidders must be financially stable and experienced and the Town will, among other things, consider such factors in determining to whom the bid shall be awarded.

3. QUANTITY

Quantities listed are the Town’s best estimate of current requirements, but shall not bind it to purchase, accept or pay for more than its actual needs nor for any item for which funds are not available. Bidder will refer to Section IV Bid Response Form for quantity requirements.

4. PRICING

4.1 Prices for each delivery will be determined by the supplier’s current rack price for gasoline and/or diesel fuel as published by the Oil Price Information Service (OPIS) Report for Memphis plus the vendor’s fixed rate of profit/overhead. Fixed rate of overhead added to the OPIS Daily Average shall not be an acceptable method of pricing

4.1.1 Vendor’s fixed rate of profit/overhead will remain firm throughout the term of the contract and any renewal period(s).

4.2 All pricing shall be based on net gallons, at the point of in ground delivery, in tank.

4.3 Vendor shall indicate which taxes (if any) will be listed as a separate line item on their invoice (e.g. Oil Spill Liability Trust Fund tax, Leaking Underground Storage Tank Fee, etc.).

5. DELIVERY

All items shall be delivered to F.O.B. destination with delivery costs and charges included in the bid unless otherwise stated in the specifications or proposal. The term F.O.B. Destination shall mean delivered and unloaded with all charges for transportation and unloading paid by the vendor.

The delivery address is: Town of Collierville
 Public Services
 615 East South Street
 Collierville, Tennessee 38017

5.1 There are two (2) 10,000-gallon below ground tanks at this location.

5.2 Awarded vendor shall guarantee delivery of requested fuel within forty-eight (48) hours from receipt of the Town’s order placement.

5.2.1 The Town shall place orders twice per month for approximately 4,500 gallons of gasoline and approximately 3,000 gallons of diesel each order.

5.2.2 Due to fluctuating usage, delivery may be required within twelve (12) hours from the time notification is dispatched to the vendor.

5.2.3 In emergencies the Town may require deliveries after normal business hours or on weekends. Normally all deliveries will be made between the hours of 7:00 am - 4:00 pm weekdays.

6. SUBMISSION OF BID DOCUMENTS

The Bid, with attachments, must be placed in the supplied Town of Collierville bid envelope, sealed and delivered to the Town of Collierville. The envelope containing the Bid and attachments must be plainly marked with the following information to-wit:

- (1) The Bidder’s name and Address,
- (2) Due Date of Bid package,
- (3) Project Title.

The following items **SHALL** be returned in the bid package for consideration: **(Failure to provide appropriate information SHALL be just cause for rejection of the bid.)**

- (1) **Comply and Exception, Section III**
- (2) **Bid Response Form, Section IV**
- (3) **Title VI Form, Section V (Optional)**
- (4) **Reference Sheet, Section VII**

The Town requests that all bid documents be submitted in duplicate to the Town of Collierville General Services Department, 500 Poplar View Parkway, Collierville, TN 38017 no later than 2:00:00 P.M. (local time) on Thursday, June 11, 2015.

Bidders are required to furnish details regarding the grade of gasoline, trade name, lead octane rating, etc. at the time of bid.

7. SPECIFICATIONS

The bidder will mark each specification by checking comply or giving a brief explanation of the exception taken. Prices for each regular unleaded gasoline and ultra-low sulfur diesel fuel listed plus delivery surcharges and adjustments are to be noted in Section IV, Bid Response Form.

7.1 General Specifications:

87 NL Regular Unleaded Gasoline and shall be manufactured in accordance with Federal and State regulations for the production of petroleum products; per gallon in-ground delivery
 Comply _____ Exception _____

Ultra Low Sulfur Diesel Fuel shall be of the highest quality and shall be manufactured in accordance with Federal and State regulations for the production of petroleum products; per gallon in-ground delivery
 Comply _____ Exception _____

Gasoline shall be volatile hydrocarbon fuel, free from water and suspended matter, and suitable for use as fuel in internal combustion engines.
 Comply _____ Exception _____

Awarded vendor shall notify designated Town personnel regarding any known delivery delays.
Comply _____ Exception _____

In the event that the specific product bid cannot be supplied within forty-eight (48) hours from receipt of the Town's order placement, the vendor may supply a substitute product of equal or better quality following approval of the product by a Town representative. There shall be no additional charges for an equal or better quality product due to supply issues or delays resulting from the vendor or vendor's supplier.
Comply _____ Exception _____

Delivery trucks shall at all times comply with current State of Tennessee and federal regulations pertaining to fuel vapor control.
Comply _____ Exception _____

Deliveries shall be made in accordance with all applicable safety rules and regulations concerning the handling of flammable liquids.
Comply _____ Exception _____

The Town will require a receipt signed both by the contractor and Town employee showing the number of gallons delivered.
Comply _____ Exception _____

7.2 Certification

The awarded vendor, prior to the first delivery shall furnish the Town with a certified test report, in triplicate, on the gasoline and diesel fuel to be supplied under this agreement.
Comply _____ Exception _____

Bidders are to state location of terminal(s) from which product will be obtained.

Bidder must identify brand name(s) of product that will commonly be supplied.

Brand Name for 87 NL Regular Unleaded Gasoline: _____

Brand Name for Ultra Low Sulfur Diesel Fuel: _____

7.3 Invoicing

Should the prices shown on any of the awarded vendor's invoices not reflect the correct Refiner's posted price plus any adjustments, then the vendor will be notified by the Town and a corrected invoice or credit memo for any overcharge must be issued.
Comply _____ Exception _____

Awarded Vendor shall include with the invoice, a copy of the OPIS Report for Memphis (preferred method) and/or a copy of the invoice from their supplier, which will reflect the prices for the fuel(s) delivered.
Comply _____ Exception _____

If comply, indicate method: _____

7.4 Alternate Bid

Vendor shall offer an alternate bid to include Biodiesel as well as Low Sulfur Diesel Fuel and Regular Unleaded Gasoline as described in Sections 7.1 – 7.3.

7.4.1 **Fuel-grade B20 Biodiesel blend**, shall consist of a blend of 20 percent mono-alkyl esters of long chain fatty acids derived from virgin vegetable oil blendstock and/or yellow grease blendstock conforming to the requirements of ASTM D6751 and 80 percent minimum low sulfur diesel fuel oil conforming to ASTM D975.

Comply _____ Exception _____

7.4.2 Bidder must identify the production company(ies) of B20 Biodiesel blend that will be commonly supplied.

Production company(ies) for B20 Biodiesel: _____

8. PRODUCT QUALITY

8.1 Fuels supplied under this contract shall be free from contamination.

8.1.1 Contamination is defined as any element, which enters pure refined gasoline or diesel fuel either naturally or by purposeful action, which is not a product of refined crude oil with the exception of winter additives, detergents and identifying dyes.

8.1.2 The Town reserves the right to test fuel(s) quality before, during, and after unloading. Should test results show that the fuel(s) contains contamination; the fuel(s) will be rejected.

8.1.3 The vendor shall be responsible for the removal of the fuel(s) from Town property within three working days after requested to do so should test results show that the fuel(s) contains any contaminants. The vendor shall also be responsible for all cleanup required to all Town property, storage facilities, and equipment as a result of noncompliance with specifications. Furthermore, the vendor shall be fully responsible for any and all costs incurred by the Town for any equipment sustaining damage, which is attributed to a contaminated fuel(s), which the vendor has delivered.

8.1.4 Any aftermarket additive used shall be identified by brand and/or trade name. The manufacturer's additive specifications shall be provided to the Town, upon request. Failure to provide the manufacturer's additive specification within seven working days of the Town's request will be grounds for purchase order cancellation without further cause. An additive, if used, shall comply with Environmental Protection Agency (EPA) regulations, and shall be compatible with the refiner's product. Additives which increase emissions of sulfur and other substances proven to damage the environment which are disallowed by EPA regulations will not accepted.

9. SPILLAGE AND CLEANUP

9.1 The vendor shall be responsible for all spillage, which may occur during transit, loading or unloading operations.

9.1.1 The vendor shall immediately report any spillage to the Town office that ordered the product(s) and cleanup of the spillage shall be within one working day of the time of spillage, or other time period as specified by the Town.

9.1.2 Clean up shall be performed in accordance with EPA and State of Tennessee guidelines and requirements. Failure to do so will initiate corrective action and charge back to the vendor any cost incurred.

- 9.1.3 The Town reserves the right to deny delivery vehicles leaking fuel or other hazardous materials access to Town property. The vendor will be notified of denied access and shall make delivery within one working day of notification time with a Town approved vehicle.

10. INDEMNITY

If contract is awarded, the successful bidder will be required to indemnify and hold the Town harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damages to property or injury to, or death of, any person, arising out of or attributable to the bidder's performance of the contract awarded.

Any property or work to be provided by the bidder under this contract or bid will remain at the bidder's risk until written acceptance by the Town; and the bidder will replace, at bidder's expense, all property or work damaged or destroyed by any cause whatsoever.

Comply _____ Exception _____

11. ASSIGNMENT OF CONTRACT

The contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this contract.

Comply _____ Exception _____

12. INSURANCE

Unless otherwise required by Special Conditions of this Invitation To Bid, if a contract is awarded, the bidder will be required to purchase and maintain during the life of the contract, Comprehensive General Liability insurance, Comprehensive Automobile Liability insurance, and Worker's Compensation insurance with limits of not less than those set forth below:

Comprehensive General Liability Insurance: Liability limits of \$500,000 each occurrence and \$500,000 aggregate.

Comprehensive Automobile Liability Insurance: Liability limit of \$500,000 any 1 accident.

Worker's Compensation Insurance: Statutory coverage, including Employer's Liability coverage, with a limit of at least \$100,000.

The bidder shall provide the Town with Certificates of Insurance evidencing the coverages required above. Such certificates shall provide that the Town be given at least 30 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. Bidder must provide Certificates of Insurance before commencing work in connection with the contract.

The providing of any insurance required herein does not relieve the bidder of any of the responsibilities or obligations assumed by the bidder in the contract awarded or for which the bidder may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. Unless otherwise required by Special Conditions of this Invitation to Bid, if a contractor is awarded, the bidder will be required to purchase and maintain during the life of the contract.

Comply _____ Exception _____

13. CANCELLATION

The Town may cancel the contract with the vendor after written notification has been given thirty (30) days prior to the cancellation date for non-performance. Cancellation shall not release the vendor from legal remedies available to the Town.

Comply _____ Exception _____

14. NOTE 1

In order for the Town to meet its needs, it is understood that during the period of the contract, should successful bidder be unable to supply product, the Town reserves the right to obtain product from available sources.

If you are not the successful prime supplier, would you be willing to serve as a standby, (secondary) supplier, under the terms, conditions, and pricing of your bid?

YES _____ NO _____ SIGNATURE _____

END OF SECTION

SEALED BID No. TC2015-22
DUE DATE: 06-11-2015



TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION IV

BID RESPONSE FORM



BID RESPONSE FORM

Stan Joyner
Mayor

Town of Collierville
General Services Department
500 Poplar View Parkway
Collierville, Tennessee 38017
(901) 457-2253

James H. Lewellen
Town Administrator

Derek Honeycutt
Director of General Services

POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM

BID NO.: TC-2015-22

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE **THURSDAY, JUNE 11, 2015, 2:00:00 P.M. (LOCAL TIME)** IN THE OFFICE OF THE DIRECTOR OF GENERAL SERVICES, 500 POPLAR VIEW PARKWAY, COLLIERVILLE, TENNESSEE 38017, AT WHICH TIME OR SOON THEREAFTER THE BIDS WILL BE PUBLICLY OPENED AND READ ALOUD IN THE TOWN BOARD CHAMBERS.

IF YOU DO NOT RESPOND TO THIS REQUEST FOR BID WITH A **“BID”** OR **“NO BID”**, WE WILL ASSUME THAT YOU NO LONGER WISH TO BID ON THE COMMODITY INDICATED BELOW, AND YOUR COMPANY’S NAME MAY BE REMOVED FROM THE MAILING LIST.

****REQUIRED TO SUBMIT BID: TOWN OF COLLIERVILLE VENDOR # _____**
(See Public Notice Form for Information on Obtaining a Vendor #)

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
1	110,000 gallons per year	Ultra Low Sulfur Diesel Fuel: *(a) Fixed Rate of profit/overhead per gallon shall be.....	\$_____/gal
2	160,000 gallons per year	87 NL Regular Unleaded Gasoline: *(a) Fixed Rate of profit/overhead per gallon shall be.....	\$_____/gal
DIESEL ALTERNATE:			
3	110,000 gallons per year	Fuel Grade B20 Biodiesel Blend *(a) Fixed Rate of profit/overhead per gallon shall be..... as per TC2015-22 bid specifications	\$_____/gal

DELIVERY PROMISED: _____ F.O.B. COLLIERVILLE

TERMS: _____ Discounts will be allowed for prompt payment as follows: 10 calendar days, ____%; 15 calendar days ____%; 20 calendar days ____%; 30 calendar days ____%.
45 calendar days, ____%; 60 calendar days ____%; 90 calendar days ____%; _____ calendar days ____%.

FIRM'S NAME: _____ ADDRESS: _____

Organized and existing under the laws of the State of _____ and doing business as _____ a corporation, _____ a partnership, _____ an individual, _____ a limited liability company, or _____ otherwise.

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

NAME: _____ TITLE: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

SEALED BID No. TC2015-22
DUE DATE: 06-11-2015



TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION V

TITLE VI INFORMATION

TITLE VI INFORMATION

- 1. The Town of Collierville agrees to comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d, et seq.), and the Department of Transportation Implementing Regulations (49 CFR Part 21) relative to the Contract which is the subject hereof.
- 2. The Contractor is requested, but is not obligated, to include the following disclosure information, Voluntary Title VI and Title IX Form, with the Contractor's sealed bid.

VOLUNTARY TITLE VI AND TITLE IX FORM

Attach form to sealed bid

For Title VI and Title IX compliance, the Contractor's voluntary disclosure of the following information is requested.

- 1. Number of Contractor's Employees Who Are:

_____ Male _____ Female

- 2. Number of Contractor's Employees Who Are:

_____ Caucasian _____ African-American
 _____ Hispanic _____ Other (please specify)

SEALED BID No. TC2015-22
DUE DATE: 06-11-2015



TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION VI

VENDOR LIST

**TOWN OF COLLIERVILLE, PURCHASING DIVISION
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TN 38017
PHONE: (901) 457-2253**

Vendor List

TC2015-22 "Gasoline & Diesel Fuel"

Commodity Codes: 405-09, 405-15

AVPOL International LLC

Lionel Williams
158 Madison Ave
Suite 101
Memphis, TN 38103
Email: lwilliams@avpolintl.com
Phone: (901)353-1002
FAX: (901)358-7693

Best Wade Petroleum, Inc.

David Alderman
PO Box 566
201 Dodge Drive
Ripley, TN 38063
Email: dalderman@bestwade.com
Phone: (901)288-4398
FAX: (731)635-5434

IPC, (USA)

Danielle Almazan
20 Pacifica
Suite 650
Irvine, CA 92618
Email: danielle.almazan@usipc.com
Phone: (949)648-5647
FAX: (949)628-5612

John E. Retzner Oil Company, Inc.

Luke Hanson
PO Box 82
Morris, IN 47033
Email: lhanson@retzneroil.com
Phone: (812)932-1646
FAX: (812)932-3900

Mansfield Oil Company

Chris Moore
1025 Airport Pkwy SW
Gainesville, GA 30501
Email: cmoore@mansfieldoil.com
Phone: (800)255-6699
FAX: (678)450-2140

McGinnis Oil Co LLC

Bill Cox
98 Main Street
Collierville, TN 38017
Email: mcginnisoil@aol.com
Phone: (901)853-2264
FAX: (901)853-2276

On-Site Fuel Service, Inc

mara robinson
1089 A old fannin rd
brandon, MS 39047
Email: mara@onsitefuelservice.com
Phone: (601)353-4142
FAX: (888)332-7976

Parman Energy Corporation

Michael Lewis
7101 Cockrill Bend Blvd.
Nashville, TN 37209
Email: mlewis@parmanenergy.com
Phone: (615)350-8266
FAX: (615)350-8561

Petroleum Traders Corporation

Gayle Newton
7120 Pointe Inverness Way
Fort Wayne, IN 46804
Email: gnewton@petroleumtraders.com
Phone: (260)432-6622
FAX: (260)207-6347

RKA Petroleum Companies, Inc.

Christina Smith
28340 Wick Road
Romulus, MI 48174
Email: csmith@rkapetroleum.com
Phone: (734)946-2235
FAX: (734)946-1920

snappy maer #3

nabil saleh
679 w poplar ave
COLLIERVILLE, TN 38017
Email: nbsaleh@gmail.com
Phone: (901)853-0411
FAX: (901)853-0634

Willoughby, Inc.

Scott Marshall
PO Box 547
600 Pickwick St
Savannah, TN 38372
Email: willoughbyinc@bellsouth.net
Phone: (731)925-3221
FAX: (731)925-4014

p & j petroleum, llc.

patricia overton
p.o. box 102
199 moores chapel rd.
Greenfield, TN 382330
Email: pandjpetroleum@yahoo.com
Phone: (731)235-2397
FAX: (731)235-9639

SEALED BID No. TC2015-22
DUE DATE: 06-11-2015



TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION VII

REFERENCE SHEET

TOWN OF COLLIERVILLE

REFERENCE SHEET FOR BID NO. TC2015-22

Each bidder shall submit with their bid a list of at least three (3) customers, which contracted services similar to what we are specifying herein sometime during the past twelve months. The listing shall include a contact name with phone number, since it is the intent of the Town of Collierville to call all names submitted for verification and recommendations.

(1)	NAME OF COMPANY:
	ADDRESS:
	PHONE NUMBER:
	CONTACT:

(2)	NAME OF COMPANY:
	ADDRESS:
	PHONE NUMBER:
	CONTACT:

(3)	NAME OF COMPANY:
	ADDRESS:
	PHONE NUMBER:
	CONTACT:

SEALED BID No. TC2015-22
DUE DATE: 06-11-2015



TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION VIII

CONTRACT FOR SERVICES AND/OR PRODUCTS



TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
Purchasing Division
MEMORANDUM



TO: ALL TC2015-22 BIDDERS/PLAN HOLDERS
FROM: LORI BRYANT, BUYER
SUBJECT: ADDENDUM #1
DATE: 6/9/2015
CC: TC2015-22 FILE

A D D E N D U M N O. 1

Vendor shall acknowledge receipt of this Addendum #1 consisting of 4 pages by signing and dating below. Please fax back to (901) 457-2258.

<hr/> Company Name	<hr/> Date
1. Have any addendums been released? A. This is addendum #1.	
2. How do you normally make payments, via check or EFT? A. The Town normally makes payments via check, but can set up an electronic funds transfer.	
3. When is the anticipated award date? A. We anticipate this to go to the Board of Mayor and Aldermen for award at their July 13, 2015 meeting.	
4. Who is your current vendor? A. Petroleum Traders Corporation	
5. Can I please have a copy of the previous year's bid tabs? A. Please find it attached. Please note the apparent low bidder withdrew their bid.	
6. Are your gasoline loads and diesel loads split? A. We do receive split loads with diesel and gas.	

7. Do you accept delivery with a full Transport Truck?
 - A. Yes, we do accept delivery with full transport truck. That is easier on us.

8. For pricing you said you do not want an Opis Daily Average for Memphis so do you want us to use a rack that is listed in Opis plus our adder? What if the supplier we use does not report to Opis?
 - A. Yes, use a rack that is listed plus your adder.
If the supplier does not report to OPIS, you may send a copy of the supplier's posted price of the day of delivery, and your adder.

9. Do you require additive during the winter months? If so do we include this in our cost or do we add this as a separate line item?
 - A. We do use winter additive. Additive may be added only upon written notification from the Town. The bid form has been changed to include a separate line item for the additive. Bidder MUST use the attached bid form when responding to this bid.

10. Is a bid bond required?
 - A. No.

11. Is our proof of insurance acceptable?
 - A. A certificate of insurance will be required prior to issuance of notice to proceed.

12. Is a common carrier acceptable for delivery or must we use our own truck?
 - A. A common carrier is acceptable; however, awarded vendor is still responsible for any spillage and cleanup, as noted in Section III, Item 9 of the specifications.

13. Is there a local preference?
 - A. No.

14. Due to our company not having a subscription to the Memphis OPIS, would it be acceptable to send a copy of the supplier's posted price day of delivery with approved mark up added?
 - A. Yes.

BID OPENING TABULATION SHEET

Bid: # TC2012-23 GASOLINE & DIESEL FUEL

Date: June 7, 2012

Time of opening: 2:00 P.M.

Attendees:

- | | |
|--------------------|-----|
| 1. Kimberly Tucker | 6. |
| 2. Kevin Gattis | 7. |
| 3. | 8. |
| 4. | 9. |
| 5. | 10. |

NAME OF BIDDER	PRICE	EXCEPTION TAKEN	PAYMENT TERMS	FOB POINT	DELIVERY
IPC .USA	Dsl. Unl. Alt. No Bid				
PandJ Petroleum	Dsl. Unl. Alt No Bid				
Petroleum Traders Fort Wayne, IN	Dsl. .0340 Unl. .0390 Alt no bid	possible	N30		24 hrs of order
RKA Petroleum Co. Romulus, Mi	Dsl. .0289 Unl. .0311 Alt No Bid	Yes	N30		24 hrs of order
	Dsl. Unl. Alt				
	Dsl. Unl. Alt				
	Dsl. Unl. Alt				

Recorder Cathryn Perdue Purchasing Agent Mandy Bajus

Notes or comments:



BID RESPONSE FORM

Stan Joyner
Mayor

Town of Collierville
General Services Department
500 Poplar View Parkway
Collierville, Tennessee 38017
(901) 457-2253

James H. Lewellen
Town Administrator

Derek Honeycutt
Director of General Services

POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM

BID NO.: TC-2015-22

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE **THURSDAY, JUNE 11, 2015, 2:00:00 P.M. (LOCAL TIME)** IN THE OFFICE OF THE DIRECTOR OF GENERAL SERVICES, 500 POPLAR VIEW PARKWAY, COLLIERVILLE, TENNESSEE 38017, AT WHICH TIME OR SOON THEREAFTER THE BIDS WILL BE PUBLICLY OPENED AND READ ALOUD IN THE TOWN BOARD CHAMBERS.

IF YOU DO NOT RESPOND TO THIS REQUEST FOR BID WITH A **“BID”** OR **“NO BID”**, WE WILL ASSUME THAT YOU NO LONGER WISH TO BID ON THE COMMODITY INDICATED BELOW, AND YOUR COMPANY’S NAME MAY BE REMOVED FROM THE MAILING LIST.

****REQUIRED TO SUBMIT BID: TOWN OF COLLIERVILLE VENDOR # _____**
(See Public Notice Form for Information on Obtaining a Vendor #)

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
1	110,000 gallons per year	Ultra Low Sulfur Diesel Fuel: *(a) Fixed Rate of profit/overhead per gallon shall be.....	\$_____/gal
2	160,000 gallons per year	87 NL Regular Unleaded Gasoline: *(a) Fixed Rate of profit/overhead per gallon shall be.....	\$_____/gal
3		Winter Additive: (Additive only)..... DIESEL ALTERNATE:	\$_____/gal
4	110,000 gallons per year	Fuel Grade B20 Biodiesel Blend *(a) Fixed Rate of profit/overhead per gallon shall be..... as per TC2015-22 bid specifications	\$_____/gal

DELIVERY PROMISED: _____ F.O.B. COLLIERVILLE

TERMS: _____ Discounts will be allowed for prompt payment as follows: 10 calendar days, ____%; 15 calendar days ____%; 20 calendar days ____%; 30 calendar days ____%.
45 calendar days, ____%; 60 calendar days ____%; 90 calendar days ____%; _____ calendar days ____%.

FIRM'S NAME: _____ ADDRESS: _____

Organized and existing under the laws of the State of _____ and doing business as _____ a corporation, _____ a partnership, _____ an individual, _____ a limited liability company, or _____ otherwise.

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

NAME: _____ TITLE: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

EXHIBIT "B"
CONTRACTOR'S Bid



BID RESPONSE FORM

Town of Collierville
General Services Department
500 Poplar View Parkway
Collierville, Tennessee 38017
(901) 457-2253

Stan Joyner
Mayor

James H. Lewellen
Town Administrator

Derek Honeycutt
Director of General Services

POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM

BID NO.: TC-2015-22

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE THURSDAY, JUNE 11, 2015, 2:00:00 P.M. (LOCAL TIME) IN THE OFFICE OF THE DIRECTOR OF GENERAL SERVICES, 500 POPLAR VIEW PARKWAY, COLLIERVILLE, TENNESSEE 38017, AT WHICH TIME OR SOON THEREAFTER THE BIDS WILL BE PUBLICLY OPENED AND READ ALOUD IN THE TOWN BOARD CHAMBERS.

IF YOU DO NOT RESPOND TO THIS REQUEST FOR BID WITH A "BID" OR "NO BID", WE WILL ASSUME THAT YOU NO LONGER WISH TO BID ON THE COMMODITY INDICATED BELOW, AND YOUR COMPANY'S NAME MAY BE REMOVED FROM THE MAILING LIST.

**REQUIRED TO SUBMIT BID: TOWN OF COLLIERVILLE VENDOR # 00004291
(See Public Notice Form for Information on Obtaining a Vendor #)

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
1	110,000 gallons per year	Ultra Low Sulfur Diesel Fuel: *(a) Fixed Rate of profit/overhead per gallon shall be.....	\$ <u>.032</u> /gal
2	160,000 gallons per year	87 NL Regular Unleaded Gasoline: *(a) Fixed Rate of profit/overhead per gallon shall be.....	\$ <u>.035</u> /gal
3		Winter Additive: (Additive only).....	\$ <u>.015</u> /gal
DIESEL ALTERNATE:			
4	110,000 gallons per year	Fuel Grade B20 Biodiesel Blend *(a) Fixed Rate of profit/overhead per gallon shall be.....	\$ <u>no bid</u> /gal
.....as per TC2015-22 bid specifications			

DELIVERY PROMISED: _____ F.O.B. COLLIERVILLE

TERMS: Net 30 Terms
for prompt payment as follows: 10 calendar days _____%; 15 calendar days _____%; 20 calendar days _____%; 30 calendar days _____%;
45 calendar days _____%; 60 calendar days _____%; 90 calendar days _____%; _____ calendar days _____%.
Discounts will be allowed

FIRM'S NAME: Roberts-Gibson Inc. / DBA PJ Petroleum ADDRESS: 3048 N. Meridian St.

Organized and existing under the laws of the State of Tennessee and doing business as a corporation,
 a partnership, an individual, a limited liability company, or otherwise.

CITY: Greenfield STATE: TN ZIP: 38230

TELEPHONE: 731-235-2397 FAX: 731-235-9639 EMAIL: jamie@roberts-gibson.com

NAME: Jamie Barner TITLE: Sales Representative

AUTHORIZED SIGNATURE: Jamie Barner DATE: 6/9/2015

REVISED BID FORM
(ADDENDUM #1)