

CONTRACT FOR SERVICES AND/OR PRODUCTS

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein "**Contract**") is made and entered into this 11th day of July 2016 by and between the TOWN OF COLLIERVILLE, TENNESSEE, a Tennessee municipal corporation, (herein the "**TOWN**") and METRO MECHANICAL CONTRACTORS, INC., a Tennessee Corporation (herein the "**CONTRACTOR**").

W I T N E S S E T H:

WHEREAS, the TOWN desires to contract with a provider of On- Call HVAC and mechanical services (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. TC2016-14 On-Call HVAC Maintenance (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 11, 2016 and ending on July 10, 2017. This Contract may be extended by the TOWN for four (**4**) additional successive twelve (12) month period[s] or portions thereof, up to a cumulative total of sixty (60) 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: Metro Mechanical Contractors, Inc.
5030 Wilfong Road
Memphis, Tennessee 38134
Facsimile: (901) 388-8486

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

Stan Joyner, Mayor

ATTEST:

By: Lynn Carmack

Town Clerk/Recorder

APPROVED AS TO FORM AND
CONTENT:

CD [Signature] 6-24-2016
Director of General Services

METRO MECHANICAL
CONTRACTORS, INC.

By: [Signature]

Its: V.P.

CONTRACTOR's Mailing Address:
5030 Wilfong Road
Memphis, Tennessee 38134

CONTRACTOR's Telephone Number:
(901) 388-8113

CONTRACTOR's Facsimile Number:
(901) 388-8486

EXHIBIT "A"

Invitation to Bid No. TC2016-14, On-Call HVAC Maintenance

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: On Call HVAC Maintenance

BID NUMBER:TC2016-14

DUE DATE: No Later Than

2:00:00 PM.
(Local Time)

Wednesday
(Day)

May 18, 2016
(Date)

SEALED BID No. TC2016-14
DUE DATE: May 18, 2016

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TOWN OF COLLIERVILLE BID ENVELOPE	ATTACHMENT

SEALED BID No. TC2016-14
DUE DATE: May 18, 2016



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 # TC2016-14 “On Call HVAC Maintenance”

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/bsv>. 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) 457-2254*

Deadline for sealed bids, submitted to the Purchasing Division, 500 Poplar View Parkway, Collierville, TN 38017, is Wednesday, **May 18, 2016, 2:00:00 PM. (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: **TC2016-14 – “On Call HVAC Maintenance”**

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. TC2016-14
DUE DATE: May 18, 2016



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) 457-2254

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) 457-2254
- 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 Manager, 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, John Coffey, 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. TC2016-14
DUE DATE: May 18, 2016



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) 457-2250**

1. SCOPE

This is an invitation to bid for professional Heating, Ventilation & Air Conditioning (HVAC) Services on an "As-Needed" Basis. Contractor may be required to perform new installations and/or repairs to several types of existing coolant equipment in accordance with bid document. The awarded contractor must have the ability to service the following types of units, but shall not be limited to:

- Residential Units
- Chillers
- Large Package Units
- Air Handlers
- Electric and Hot Water Re-Heat
- VAV Boxes
- Wall Mount Package Units
- Gas Fired Unit Heaters
- Oil Burning Heaters
- Mini Splits
- Fresh Air Make-Up Units
- Leibert Systems And Indeeco Unit Heaters
- Change From Residential Units To Residential Package Units and/or Split Systems.

Preventative Maintenance programs are not a part of this bid.

2. CONTRACT PERIOD

This contract shall be for a period of twelve months. This Contract may be extended by the Town for four (4) additional successive twelve (12) month period(s) or portions thereof, up to a cumulative total of sixty (60) months, by written notice to the CONTRACTOR given at least thirty (30) days before the expiration of the term then in existence.

3. 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.

4. 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 \$1,000,000 each occurrence and \$1,000,000 aggregate.

Comprehensive Automobile Liability Insurance: Liability limits of \$500,000 any one 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 coverage's 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, coverage as described.

5. QUALIFICATIONS OF BIDDER

- a. 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.
- b. Bidder shall submit a copy of their current State of Tennessee CMC or CMC-C licenses with the bid proposal. Vendor shall have been in the commercial HVAC business for a minimum of three (3) years, have available HVAC technicians with universal refrigerant handling certification and a minimum of three (3) years of commercial HVAC experience.
- c. Bidder shall include at least six (6) references from commercial/government organizations where it has provided commercial HVAC services within the past 12 months. Include contact names and phone numbers, using the form provided in Section VII. References will be checked prior to award. Any negative responses may result in disqualification of the bid.

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**
- (5) **Conformance Sheet/Technician Reports, Section IX**
- (6) **Copies of Tennessee CMC or CMC-C licenses, Section III, item 5b**

The Purchasing Division 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 Wednesday, May 18, 2016.

7. SPECIFICATIONS

Any deviation or variations from the specification shall be clearly noted. The bidder will mark each of the following specifications by marking comply or giving a brief explanation of the exception to the specification. Adequate information must be provided to the Town of Collierville General Services Manager to evaluate any exceptions noted. This specification describes the requirements to provide new

installations and/or HVAC repair services on several types of existing cooling and heating equipment at various Town of Collierville facilities.

- 7.1 The successful bidder shall not employ any subcontractors to fulfill any of the duties herein specified without express, prior written approval of the Director of General Services or designated representative.

Comply: _____ Exception: _____

- 7.2 The successful bidder shall perform HVAC services on an “as needed” basis.

Non-Emergency Services:

The contractor shall be able to start all non-emergency projects within five (5) working days after notification from Town of Collierville Facilities Maintenance Division. The Contractor shall complete each non-emergency job within the time specified in their project estimate.

Emergency Services:

Contractor shall respond on site to requests for emergency service calls within two (2) hours after notification. Contractor shall provide twenty-four hour call answering services (see 7.6). For the purpose of this bid, an emergency is defined as any condition that causes a threat to health, welfare or the safety of people and/or property or a condition that will affect an essential service(s) as determined by the Town of Collierville Facilities Management Department.

Comply: _____ Exception: _____

- 7.3 The contractor shall furnish labor, miscellaneous parts, equipment, tools, transportation, methods of communication, and if required, miscellaneous services.

Comply: _____ Exception: _____

- 7.4 The contractor shall provide qualified technicians to perform various duties as directed by authorized Town employees. Contractor shall not invoice for the services of a technician’s helper or more than one technician, unless it is absolutely necessary to perform the service.

Comply: _____ Exception: _____

- 7.5 Contractor shall be capable of responding to request for services within three hours after notification by Town personnel. Contractor shall indicate if they cannot meet this requirement.

Comply: _____ Exception: _____

- 7.6 The contractor shall be available on a twenty-four hour basis for emergency repairs, if required. The contractor shall have a constantly monitored 24-hour a day phone number(s) to contact for service. The contractor shall be required to provide a telephone number for after-hours and emergency repairs. Contractor shall also provide emergency contact numbers for service technicians, if awarded the bid.

Comply: _____ Exception: _____

- 7.7 Technicians shall contact the authorized Town representative on the way to the job site. Actual travel time to and from the job work location is not reimbursable under the purchase order. Technicians shall ensure that the authorized Town representative logs the start and completion times on the service ticket for services performed. Technicians shall provide the following information on the service ticket: Department name and location, name of technician(s) performing the work. Copy of work orders signed by Town employee shall accompany the invoice.

Man-hours paid under this contract shall be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery or for movement of contractor owned or rental equipment is not chargeable directly but is overhead and shall be included in the hourly rate bid for basic labor.

Comply: _____ Exception: _____

8.0 All work required to correct any problems diagnosed by the contractor must be approved by the Town’s authorized representative. Contractor shall work until each job is completed. Contractor shall have multiple technicians available to be able, if necessary, to respond to multiple requests for service at the same time.

Comply: _____ Exception: _____

8.1 Contractor shall clean, repair, or replace any item damaged by the contractor during the performance of the service at no additional cost to the Town.

Comply: _____ Exception: _____

8.2 A separate purchase order will be issued for each job. At the completion of each job, the contractor will provide an invoice referencing the purchase order number.

Comply: _____ Exception: _____

8.3 Town of Collierville payment terms are Net 30 days after receipt of invoice. Invoice back-up documentations shall include:

- A copy of service ticket with date of service, purchase order number, work time(s), and labor charges clearly shown
- Itemized list of vendor supplied materials and, at request, a copy of the HVACR Price listings for the items.
- On request, copies of actual invoices to the contractor for installed materials with an itemized list of the individual costs from the contractor’s supplier

Comply: _____ Exception: _____

8.4 Contractor shall hold firm, fixed-pricing for a period of TWELVE MONTHS after notice of award.

Regular service rates shall prevail between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, excluding Town recognized holidays. All work requested outside of these times shall be considered after hours service and shall be charged at overtime rate or weekend rate specified in the bid. Holiday Rates shall only be charged for work performed on Town recognized holidays.

Comply: _____ Exception: _____

8.5 Vendors shall notate on the Bid Form, Section IV, what **percentage below or above the contractor’s actual invoice cost (as charged by the contractor’s suppliers)** the Town can expect to pay for materials purchased under this agreement. The **percentage below or above invoice cost** shall remain the same for the duration of the contract term. Contractors may provide a different percentage below or above invoice cost for individual material items between the invoice cost amounts noted on the Bid Form, Section IV.

In addition, vendors shall notate a unit cost per pound for the refrigerants listed on the Bid Form, Section IV. This price shall remain valid for a period of one year.

If requested, a copy of the most recent HVACR Price Guide shall be furnished by the vendor to the Town of Collierville for the purpose of verifying the material costs charged by the vendor. The HVACR Price Guide is available from i2 Trade Service, 866-561-5940 or visit their web site at <http://www.tradeservice.com>.

Comply: _____ Exception: _____

8.6 The Town may award this bid to multiple providers to fulfill the Town’s requirements of being a 365-day per year operation (i.e., Police, Fire, Town Hall, Water Plant, Fleet Maintenance and all Town owned Facilities). In the event the first vendor called indicates that they cannot respond in the time requested by requesting party, the Town reserves the right to contact another vendor. Vendors shall indicate their willingness to respond as a secondary provider under this contract.

Comply: _____ Exception: _____

8.7 Successful vendors for HVAC & refrigerant services shall possess and provide Certificates of Commercial General Liability and Workers' Compensations as stated under section four (4) Insurance. **Copies shall be provided prior to award of any contract and coverage shall remain in full force for the duration of the contract.**

Comply: _____ Exception: _____

8.8 All providers for HVAC & refrigerant services shall be licensed and have certified, fully trained service technicians completely familiar with the scope of work and desired results when performing new installations or repairs under this contract. Vendor must provide Certification of technicians to Town no later than **five days** after notification by Town. Vendor must also agree to keep the Town aware of changes in Technicians, and supply current certificates whenever changes in staff are made. Failure to provide certification may result in bid being considered non-responsive.

Comply: _____ Exception: _____

8.9 Successful vendors agree to abide by and comply with current federal, state, and local laws, rules, regulations, and ordinances governing HVAC & refrigerant services or revisions occurring after award.

Comply: _____ Exception: _____

9.0 The successful vendor shall perform all work (new installation and /or repairs) in conformance with applicable local, state, and federal building codes and shall be responsible for obtaining any building or mechanical permits required for scope of work. Permit fees from the Town of Collierville will be waived, however the contractor shall be responsible for any re-inspection fees.

Comply: _____ Exception: _____

9.1 The successful vendor shall be responsible for performing legal and proper evacuation and disposal of refrigerant or other related substances. Successful vendor shall adhere to and follow the Federal Clean Air Act, Title VI-608 Ozone Protection Act Requirements pertaining to recovering, recycling, and reclaiming of refrigerant and other substances that may be harmful to the atmosphere and environment or revisions thereto.

Comply: _____ Exception: _____

9.2 The Town reserves the right to keep any item(s) being replaced under this contract on a case-by-case basis. If the Town elects to keep the item(s), the successful vendor shall be responsible for removing and delivering the items to the Facilities Maintenance Warehouse, 609 East South Street. If the Town determines the material or equipment is not salvageable and can be disposed of, successful vendor shall be responsible for proper removal and disposal of said item(s) from buildings and/or structures.

Comply: _____ Exception: _____

9.3 QUOTES

In some instances, the Town representative may request an estimate for repair. The contractor shall provide the estimate to the Town at no charge. The Town representative will be authorized to approve required repairs. The contractor may not proceed before receiving a Town authorized Purchase Order for the work

Comply: _____ Exception: _____

9.4 CLEANING

The contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The contractor at their expense shall dispose of all surplus material, rubbish, and debris. All stored materials and equipment shall be placed so as to cause a minimum of inconvenience to other contractors and/or the public.

The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The Town is not responsible for theft or damage to the vendor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe

condition at the end of each workday. If there is a question in this area, the project manager will be consulted.

Comply: _____ Exception: _____

9.5 CONTRACTOR'S PERSONNEL

Contractor's employees are to present a professional appearance. They shall be neat, clean, well groomed, courteous, properly uniformed and conduct themselves in a respectable manner while performing duties and while on Town property.

Employees shall wear an appropriate uniform specifying the Contractor's company name. This provision will be strictly enforced.

The Contractor shall provide the Town with a listing of all personnel assigned to the contract. In addition, the Contractor shall provide a listing of names, emergency mobile telephone numbers of supervisory personnel assigned to the contract. It will be the Contractor's responsibility to keep this list up to date.

Comply: _____ Exception: _____

9.6 UNSATISFACTORY PERFORMANCE

The Town of Collierville may consider the following performance by the contractor as unsatisfactory performance:

- In excess of one service “call back” to correct the same problem within 10 consecutive calendar days.
- In excess of one instance within one calendar year of contractor personnel assigned to an authorized service call not having the skill or knowledge to diagnose the problem and/or perform the repair.

9.7 PERFORMANCE WARRANTY

Work performed under the purchase order shall meet all applicable requirements of the current codes adopted by the Town of Collierville at the time of bid. The contractor shall guarantee all work against any defects in workmanship; and shall satisfactorily correct, at no cost to the Town of Collierville, any such defect that may become apparent within a period of one year after completion of work.

9.8 MATERIAL WARRANTY

Parts furnished under this bid shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned or discontinued models are NOT acceptable. The warranty period for contractor provided materials shall be for a period of one year after completion of the installation or within the manufacturer's warranty, whichever is the later period. The warranty shall commence upon the date of acceptance by the Town of Collierville. Contractor shall provide the Town representative with all manufacturers' warranty documents upon completion of the installation and prior to leaving job site.

9.9 MANUFACTURER'S WARRANTY

The successful vendor shall guarantee the work performed for a period of one year, or as specified by manufacturer, from the date of final acceptance and/or inspection of the project by Town personnel. The warranty period shall commence the day after inspection has been accomplished and approved by Town personnel. The successful vendor shall furnish the Town with all manufacturers or suppliers written guarantees and/or warranties covering materials and equipment furnished under each project. In the event the successful vendor must perform repairs during the warranty period, all cost associated with warranty item(s) shall be borne by the successful vendor, unless other arrangements have been mutually agreed upon between the Town and successful vendor.

10.0 SAFETY

Contractor shall provide all equipment and tools which shall be the appropriate type for the task and shall be well maintained, calibrated, and in proper working order before use in the performance of the work. Contractor shall, prior to commencing work, thoroughly examine and become familiar with the systems(s) and associated facilities to insure the service can be completed in an orderly, safe manner.

Contractor shall maintain a safe work environment at all times. Contractor shall report to the Town representative the existence of unsafe conditions(s) which will compromise the performance of the service.

10.1 SAFETY OF PERSONS AND PROPERTY

The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- employees on the Work and other persons who may be affected thereby;
- the Work and materials, furniture, furnishings and equipment to be incorporated therein, whether in storage on or off the Project premises, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-Subcontractors; and
- other property at the Project premises or adjacent thereto, and not designated for removal, including property of the Town, separate contractors or other persons, whether or not completed or installed.

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent facilities.

10.2 BUILDING RESTRICTIONS

Parking: The contractor shall make arrangements with the Town's authorized representative prior to off-loading tools and equipment at the job site. Contractor shall park in designated visitor parking spaces.

Restrooms: Restrooms shall NOT be used for washing tools and equipment.

Security: The contractor shall provide and update a list of all contractor personnel assigned to Town of Collierville jobs.

Access: Contractor shall notify Town's representative upon arrival at the building and be escorted to the job site.

10.3 UNPREDICTABLE MARKET CHANGE

In the event of an unpredictable change in the market that affects the then current contract price, the Contractor may submit justification for a price adjustment. The Town shall review the justification and determine applicable price adjustment. Upon return to normal market conditions, the price will be adjusted to the price established by the original contract terms.

The Mayor and Board shall be the final authority on any price adjustment due to unpredictable market change.

10.4 PRICE ADJUSTMENT

Price increases may only be requested by the Contractor within 30-days prior to the annual anniversary date of the contract. Failure to do so may result in the denial of any increase requested.

Price increases will become effective only after approval by the Mayor and Board and will be effective for at least one year from the date of approval.

Approved price increases will be applied to the unit pricing in the Contract as a percentage increase.

The increased rate shall be based upon mutual consent of the Contractor and the Town; however, the Town shall evaluate the performance, services and records documentation to determine the appropriateness of the increase requested.

10.5 PRICE REDUCTION

If a manufacturer, or supplier at any time during the course of this contract, makes a general price decrease to the Contractor, the Contractor shall promptly notify the Town in writing and extend such decrease to the Town effective on the date of such general price decrease.

SEALED BID No. TC2016-14
DUE DATE: May 18, 2016



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) 457-2254

James H. Lewellen
Town Administrator

Derek Honeycutt
Director of General Services

POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM

BID NO.: TC2016-14

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE **Wednesday, May 18, 2016, 2:00:00 PM (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 #)

LABOR RATES			
Item	Quantity	Description	Rate/Hour
1	1 Hour	Journeyman Monday – Friday, 7:00 AM – 5:00 PM	
2	1 Hour	Journeyman Monday – Friday After 5:00 PM	
3	1 Hour	Journeyman Weekends & Holidays	
4	1 Hour	Additional Helper Monday – Friday, 7:00 AM – 5:00 PM	
5	1 Hour	Additional Helper Monday – Friday After 5:00 PM	
6	1 Hour	Additional Helper Weekends & Holidays	
MATERIAL RATES			
Item	Quantity	Description	Unit Price
7	1 LB	<u>R22 Refrigerant</u> (price to remain valid 12 months from award of contract)	
8	1 LB	<u>410A Refrigerant</u> (price to remain valid 12 months from award of contract)	
9	1LB	<u>R134 Refrigerant</u> (price to remain valid 12 months from award of contract)	

[CONTINUED ON NEXT PAGE]

10	-	My company will furnish materials at the indicated percentage above or below actual invoice price as noted below and described in Section III, item 8.5:	
		Invoice Cost	% Above/Below Cost
		\$0.00 - \$499.99	_____ % (circle one) above / below
		\$500.00 - \$999.99	_____ % (circle one) above / below
		\$1,000 and up	_____ % (circle one) above / below

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. TC2016-14
DUE DATE: May 18, 2016



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. TC2016-14
DUE DATE: May 18, 2016



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) 457-2254**

NIGP Code: 914-50, Heating, Ventilating and Air Conditioning (HVAC)

TOC Vendor Number	Vendor Name	Contact Name	Phone	Email
129	Hecht Constrcuton Co., Inc.	Bill Hecht	(901) 767-4360	bheconco@aol.com
145	InnerSpace Strategies Inc	Stan Merryman	(901) 881-4652	stan_merryman@innerspacecontrols.com
237	Trane	Ron Fortney	(901) 345-6091	rfortney@trane.com
240	McMillen Builders	Bill McMillen	(731) 660-2489	i40antiq@hotmail.com
484	Zellner Construction Services, LLC	Renee Ware	(901) 794-1100	rware@zcs-llc.com
545	Imagine21, Inc.	Whitney Hoskins	(901) 372-0545	whitneyhoskins@bellsouth.net
609	Metro Builders, Inc.	Wayne Crutcher	(901) 375-1717	metro2504@gmail.com
629	W. A. Soefker & Son, Inc.	Brett Soefker	(901) 386-8090	sharvey@wasoefker.com
648	Control Application, Inc.	Steve Krauch	(901) 853-5874	sherrybatten@controlapps.com
1033	Johnson Controls Inc	Dan Hamilton	(800) 482-2778	steve.c.lowry@jci.com
1156	Teems&DeMoville Mechanical Contractors	Joshua DeMoville	(901) 340-4786	teemsdemoville@yahoo.com
1241	Panola Construction Co., Inc.	Hall Edwards	(662) 563-5621	bill@panolaconstruction.com
1833	Pro-Touch Services, Inc.	Jerry Lee	(901) 380-8000	jlee@protouch.aol.com
1879	AHA Mechanical Contractors, LLC	Donna Burlon	(901) 854-4434	dburlon@ahamechanical.com
2202	Martin and White Mechanical Contractors	Rose Marie Martin	(901) 266-0420	mwmechanical@aol.com

TOC Vendor Number	Vendor Name	Contact Name	Phone	Email
2220	Biggins Construction	Jacqueline London	(901) 348-2535	charlie@bigginsbuilders.com
2318	lowe's	Ross Mead	(901) 316-4000	ross.e.mead@store.lowes.com
2358	Descon, Inc.	david schaffer	(901) 428-3204	schaf3434@aol.com
2896	G And R Building Mainenance	Carl Hale	(901) 829-3728	gandrbuildmain@aol.com
3181	Reed Construction Data	Leonie Hanson	(800) 304-0059	leonie.hanson@reedbusiness.com
3248	Hart Construction, LLC	Reed Bowen	(901) 334-1375	rbowen@hartconllc.com
3534	A & B Construction Co., Inc.	Heather Page	(901) 383-7360	heather@aandbconstructionco.com
3631	Chris Woods Construction Co., Inc.	Carol Maier	(901) 386-3182	cmaier@chriswoodsconstruction.com
3767	Morris General Construction	Michael Cardone	(901) 267-5737	mcardone@morrisgeneral.com
3922	F and F Construction Company, Inc.	Michael Cardone	(901) 398-1900	michael.cardone@fandfconstruction.com

SEALED BID No. TC2016-14
DUE DATE: May 18, 2016



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. TC2016-14

Each bidder shall submit with their bid a list of at least six (6) 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:

**REFERENCE SHEET FOR BID NO. TC2016-14
CONTINUED**

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

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

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

SEALED BID No. TC2016-14
DUE DATE: May 18, 2016



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

SECTION VIII

CONTRACT FOR SERVICES AND/OR PRODUCTS

SEALED BID No. TC2016-14, On Call HVAC Maintenance
DUE DATE: May 18, 2016



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

SECTION IX

CONFORMANCE SHEET/TECHNICIAN REPORT

CONFORMANCE SHEET

PLEASE NOTE ALL ANSWERS HERE ARE REQUESTED. IF ITEM BEING BID IS NOT IN CONFORMANCE WITH SPECIFICATIONS, PLEASE GIVE EXPLANATION. IF ADDITIONAL SPACE IS REQUIRED, PLEASE SUBMIT ATTACHMENTS WITH BID.

VENDOR NAME: _____

1.0 SPECIAL SPECIFICATIONS

1.1 My Company will hold firm, fixed-pricing for twelve months.

In Conformance: Yes No Explain: _____

1.2 My Company understands the need for more than one provider. I will respond as a first or second provider.

In Conformance: Yes No Explain: _____

1.3 My Company will respond to the Town of Collierville within _____ minutes/hours after notification.

If response time is greater than three hours, please explain.

In Conformance: Yes No Explain: _____

1.4 Prices quoted on the Bid Form are accurate as defined.

In Conformance: Yes No Explain: _____

1.5 Certificated provided as requested.

In Conformance: Yes No Explain: _____

1.6 My company is licensed and registered to perform the services quoted in this document. My company's service technicians are certified, qualified and full trained.

In Conformance: Yes No Explain: _____

1.7 My company agrees to abide by and comply with all federal, state, and local laws, rules, regulations, and ordinances governing my professional trade.

In Conformance: Yes No Explain: _____

1.8 My company guarantees complete satisfaction of work performed by my company and agrees to perform warranty work at not charge to the Town.

In Conformance: Yes No Explain: _____

1.9 My company is CURRENTLY providing services to the following commercial accounts.

1) Company Name: _____

Contact Person/Position Title _____

Phone Number: _____ Facsimile: _____

Services Provided From: _____ To: _____

2) Company Name: _____

Contact Person/Position Title _____

Phone Number: _____ Facsimile: _____

Services Provided From: _____ To: _____

3) Company Name: _____

Contact Person/Position Title _____

Phone Number: _____ Facsimile: _____

Services Provided From: _____ To: _____

1.10 Number of Years in business: _____ Number of service vehicles: _____ Number of Technicians: _____

In Conformance: Yes No Explain: _____

RETURN THIS PAGE

1.11 Percentage above/below cost has been indicated on bid form.

In Conformance: Yes No Explain: _____

1.12 Vendor understands and agrees with the evaluation process.

In Conformance: Yes No Explain: _____

1.13 Vendor agrees to furnish the following items in the time period requested.

In Conformance: Yes No Explain: _____

1.13.A Photocopies of ALL applicable licenses, permits, and other documents as outlined.

In Conformance: Yes No Explain: _____

1.13.B Material Safety Data Sheets as outlined.

In Conformance: Yes No Explain: _____

1.13.C Understands the expectations of service for equipment as outlined.

In Conformance: Yes No Explain: _____

2.0 HEATING, VENTILATION & AIR CONDITIONAING (HVAC)

2.0.A Understands and agrees to the scope of work as outlined.

In Conformance: Yes No Explain: _____

2.0.B Vendor agrees they agree to the time limits outlined, and will supply emergency contact #'s for technicians.

In Conformance: Yes No Explain: _____

2.0.C Vendor agrees to comply.

In Conformance: Yes No Explain: _____

2.0.D Vendor agrees to these terms.

In Conformance: Yes No Explain: _____

2.0.F Warranty: Vendor agrees to comply.

In Conformance: Yes No Explain: _____

Any changes or exceptions to the Special Terms and Conditions and/or the Standard Terms and Conditions, that are desired by the vendor, shall be specifically noted here: *Please use additional sheets if necessary.*

Additional Comments:

RETURN THIS PAGE

Certified Stationary Technician Report – Vendor

Each vendor working for the Town of Collierville is required to submit a current list of employees who will be servicing, and maintaining refrigerant handling equipment belonging to or leased by the Town of Collierville.

The following employees are certified as successfully completing an EPA approved Refrigerant Safe Handling Training Program and are certified to service air conditioning equipment.

Company: _____ Date: _____

Division/Region: _____ Group: _____

Technician Name	Employee Number	Federal Certification #	Current Certification Level	Class Date

Please submit current information with bid packet.

RETURN THIS PAGE

EXHIBIT "B"
CONTRACTOR'S Bid



BID RESPONSE FORM

Town of Collierville
 General Services Department
 500 Poplar View Parkway
 Collierville, Tennessee 38017
 (901) 457-2254

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.: TC2016-14

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE Wednesday, May 18, 2016, 2:00:00 PM (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 #** 578
 (See Public Notice Form for Information on Obtaining a Vendor #)

LABOR RATES			
Item	Quantity	Description	Rate/Hour
1	1 Hour	Journeyman Monday – Friday, 7:00 AM – 5:00 PM	73.00
2	1 Hour	Journeyman Monday – Friday After 5:00 PM	97.00
3	1 Hour	Journeyman Weekends & Holidays	97.00
4	1 Hour	Additional Helper Monday – Friday, 7:00 AM – 5:00 PM	68.00
5	1 Hour	Additional Helper Monday – Friday After 5:00 PM	93.00
6	1 Hour	Additional Helper Weekends & Holidays	93.00
MATERIAL RATES			
Item	Quantity	Description	Unit Price
7	1 LB	<u>R22 Refrigerant</u> (price to remain valid 12 months from award of contract)	25.00
8	1 LB	<u>410A Refrigerant</u> (price to remain valid 12 months from award of contract)	7.00
9	1LB	<u>R134 Refrigerant</u> (price to remain valid 12 months from award of contract)	5.00

[CONTINUED ON NEXT PAGE]

ATTACHMENT D

10	-	My company will furnish materials at the indicated percentage above or below actual invoice price as noted below and described in Section III, item 8.5:	
		Invoice Cost	% Above/Below Cost
		\$0.00 - \$499.99	30.00 % (circle one) <u>above</u> / below
		\$500.00 - \$999.99	25.00 % (circle one) <u>above</u> / below
		\$1,000 and up	20.00 % (circle one) <u>above</u> / below

DELIVERY PROMISED: 1 day F.O.B. COLLIERVILLE

TERMS: Net 30 Discounts will be allowed for prompt payment as follows: 10 calendar days, 5 %; 15 calendar days 0%; 20 calendar days 0 %; 30 calendar days 0 %; 45 calendar days, 0 %; 60 calendar days 0 %; 90 calendar days 0 %; 0 calendar days 0 %.

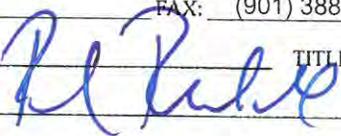
FIRM'S NAME: Metro Mechanical Contractors, Inc ADDRESS: 5030 Wilfong Rd Memphis, TN 38134

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: Memphis STATE: TN ZIP: 38134

TELEPHONE: (901) 388-8113 FAX: (901) 388-8486 EMAIL: david@metro-mechanicalcontractors.com

NAME: John Bradley Rendall TITLE: VP

AUTHORIZED SIGNATURE:  DATE: 5/18/2016

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:

_____ 17 _____	Male	_____ 3 _____	Female
----------------	------	---------------	--------

2. Number of Contractor's Employees Who Are:

_____ 19 _____	Caucasian	_____ 1 _____	African-American
_____ _____	Hispanic	_____ _____	Other (please specify)

TOWN OF COLLIERVILLE	
REFERENCE SHEET FOR BID NO. TC2016-14	
<p>Each bidder shall submit with their bid a list of at least six (6) 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.</p>	
(1)	NAME OF COMPANY: Commercial Appeal
	ADDRESS: 495 Union Avenue, Memphis, TN 38103
	PHONE NUMBER: (901) 870-4464
	CONTACT: Dan Orren

(2)	NAME OF COMPANY: USDA AMS Cotton Program
	ADDRESS: 3275 Appling Road, Bartlett, TN 38133
	PHONE NUMBER: (205) 322-9998
	CONTACT: Blake Sherrod

(3)	NAME OF COMPANY: Holiday Inn @ University of Memphis
	ADDRESS: 3700 Central Avenue, Memphis, TN 38152
	PHONE NUMBER: (901) 258-5410
	CONTACT: Brent Cothorn

**REFERENCE SHEET FOR BID NO. TC2016-14
CONTINUED**

(4) NAME OF COMPANY: Wright Property Management, Inc.

ADDRESS: 3355 Poplar Avenue #312, Memphis, TN 38111

PHONE NUMBER: (901) 327-7916

CONTACT: Mario Lara

(5) NAME OF COMPANY: Memphis Housing Authority

ADDRESS: 700 Adams Avenue, Memphis, TN 38105

PHONE NUMBER: (901) 331-1599

CONTACT: Michael Randolph

(6) NAME OF COMPANY: State of Tennessee

ADDRESS: 312 Rosa L. Parks Avenue. 3rd Floor, Nashville, TN 37243-1102

PHONE NUMBER: (615) 741-1251

CONTACT: Joyanna West

CONFORMANCE SHEET

PLEASE NOTE ALL ANSWERS HERE ARE REQUESTED. IF ITEM BEING BID IS NOT IN CONFORMANCE WITH SPECIFICATIONS, PLEASE GIVE EXPLANATION. IF ADDITIONAL SPACE IS REQUIRED, PLEASE SUBMIT ATTACHMENTS WITH BID.

VENDOR NAME: Metro Mechanical Contractors, Inc.

1.0 SPECIAL SPECIFICATIONS

1.1 My Company will hold firm, fixed-pricing for twelve months.

In Conformance: Yes No Explain: _____

1.2 My Company understands the need for more than one provider. I will respond as a first or second provider.

In Conformance: Yes No Explain: _____

1.3 My Company will respond to the Town of Collierville within 2 minutes/hours after notification.
If response time is greater than three hours, please explain.

In Conformance: Yes No Explain: _____

1.4 Prices quoted on the Bid Form are accurate as defined.

In Conformance: Yes No Explain: _____

1.5 Certificated provided as requested.

In Conformance: Yes No Explain: _____

1.6 My company is licensed and registered to perform the services quoted in this document. My company's service technicians are certified, qualified and full trained.

In Conformance: Yes No Explain: _____

1.7 My company agrees to abide by and comply with all federal, state, and local laws, rules, regulations, and ordinances governing my professional trade.

In Conformance: Yes No Explain: _____

1.8 My company guarantees complete satisfaction of work performed by my company and agrees to perform warranty work at not charge to the Town.

In Conformance: Yes No Explain: _____

1.9 My company is CURRENTLY providing services to the following commercial accounts.

1) Company Name: Commercial Appeal
Contact Person/Position Title Dan Orren
Phone Number: 901-870-4464 Facsimile: 901-529-6539
Services Provided From: 06-16-15 To: 06-15-16

2) Company Name: USDA
Contact Person/Position Title Blake Sherrod
Phone Number: 205-322-9998 Facsimile: 205-978-9477
Services Provided From: 03-26-16 To: 03-25-2017

3) Company Name: State of Tennessee
Contact Person/Position Title Joyanna West
Phone Number: 615-741-1251 Facsimile: _____
Services Provided From: 09-01-15 To: 08-30-15

1.10 Number of Years in business: 22 Number of service vehicles: 8 Number of Technicians: 8

In Conformance: Yes No Explain: _____

RETURN THIS PAGE

1.11 Percentage above/below cost has been indicated on bid form.

In Conformance: Yes No Explain: _____

1.12 Vendor understands and agrees with the evaluation process.

In Conformance: Yes No Explain: _____

1.13 Vendor agrees to furnish the following items in the time period requested.

In Conformance: Yes No Explain: _____

1.13.A Photocopies of ALL applicable licenses, permits, and other documents as outlined.

In Conformance: Yes No Explain: _____

1.13.B Material Safety Data Sheets as outlined.

In Conformance: Yes No Explain: _____

1.13.C Understands the expectations of service for equipment as outlined.

In Conformance: Yes No Explain: _____

2.0 HEATING, VENTILATION & AIR CONDITIONAING (HVAC)

2.0.A Understands and agrees to the scope of work as outlined.

In Conformance: Yes No Explain: _____

2.0.B Vendor agrees they agree to the time limits outlined, and will supply emergency contact #'s for technicians.

In Conformance: Yes No Explain: _____

2.0.C Vendor agrees to comply.

In Conformance: Yes No Explain: _____

2.0.D Vendor agrees to these terms.

In Conformance: Yes No Explain: _____

2.0.F Warranty: Vendor agrees to comply.

In Conformance: Yes No Explain: _____

Any changes or exceptions to the Special Terms and Conditions and/or the Standard Terms and Conditions, that are desired by the vendor, shall be specifically noted here: *Please use additional sheets if necessary.*

Additional Comments:

RETURN THIS PAGE

Certified Stationary Technician Report – Vendor

Each vendor working for the Town of Collierville is required to submit a current list of employees who will be servicing, and maintaining refrigerant handling equipment belonging to or leased by the Town of Collierville.

The following employees are certified as successfully completing an EPA approved Refrigerant Safe Handling Training Program and are certified to service air conditioning equipment.

Company: Metro Mechanical Contractors, Inc. Date: 05/18/2016

Division/Region: Memphis/Metro Area Group: 1

Technician Name	Employee Number	Federal Certification #	Current Certification Level	Class Date
Rob Taylor	S-20	1605605195	Universal	03/10/1998
Joe Auger	S-22	05281973515908723M	Universal	05/24/2005
Dennis Miles	S-28	1499419475	Universal	03/10/1998
Eddie Gentry	S-24	4142189681099	Universal	06/30/2008
Justin Kellum	S-26	PFA36C9393159E6N1	Universal	06/20/2011
Ashley Holmes	S-30	5873907841985	Universal	03/11/2016
John Sowell	S-32	1425662685	Universal	03/16/2016
Tommy Davis	M-18	1638010195	Universal	09/29/1994

Please submit current information with bid packet.

RETURN THIS PAGE

**TOWN OF COLLIERVILLE, PURCHASING DIVISION
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TN 38017
PHONE: (901) 457-2250**

1. SCOPE

This is an invitation to bid for professional Heating, Ventilation & Air Conditioning (HVAC) Services on an "As-Needed" Basis. Contractor may be required to perform new installations and/or repairs to several types of existing coolant equipment in accordance with bid document. The awarded contractor must have the ability to service the following types of units, but shall not be limited to:

- Residential Units
- Chillers
- Large Package Units
- Air Handlers
- Electric and Hot Water Re-Heat
- VAV Boxes
- Wall Mount Package Units
- Gas Fired Unit Heaters
- Oil Burning Heaters
- Mini Splits
- Fresh Air Make-Up Units
- Leibert Systems And Indeeco Unit Heaters
- Change From Residential Units To Residential Package Units and/or Split Systems.

Preventative Maintenance programs are not a part of this bid.

2. CONTRACT PERIOD

This contract shall be for a period of twelve months. This Contract may be extended by the Town for four (4) additional successive twelve (12) month period(s) or portions thereof, up to a cumulative total of sixty (60) months, by written notice to the CONTRACTOR given at least thirty (30) days before the expiration of the term then in existence.

3. 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.

4. 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 \$1,000,000 each occurrence and \$1,000,000 aggregate.

Comprehensive Automobile Liability Insurance: Liability limits of \$500,000 any one 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 coverage's 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, coverage as described.

5. QUALIFICATIONS OF BIDDER

- a. 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.
- b. Bidder shall submit a copy of their current State of Tennessee CMC or CMC-C licenses with the bid proposal. Vendor shall have been in the commercial HVAC business for a minimum of three (3) years, have available HVAC technicians with universal refrigerant handling certification and a minimum of three (3) years of commercial HVAC experience.
- c. Bidder shall include at least six (6) references from commercial/government organizations where it has provided commercial HVAC services within the past 12 months. Include contact names and phone numbers, using the form provided in Section VII. References will be checked prior to award. Any negative responses may result in disqualification of the bid.

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
- (5) Conformance Sheet/Technician Reports, Section IX
- (6) Copies of Tennessee CMC or CMC-C licenses, Section III, item 5b

The Purchasing Division 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 Wednesday, May 18, 2016.

7. SPECIFICATIONS

Any deviation or variations from the specification shall be clearly noted. The bidder will mark each of the following specifications by marking comply or giving a brief explanation of the exception to the specification. Adequate information must be provided to the Town of Collierville General Services Manager to evaluate any exceptions noted. This specification describes the requirements to provide new

installations and/or HVAC repair services on several types of existing cooling and heating equipment at various Town of Collierville facilities.

7.1 The successful bidder shall not employ any subcontractors to fulfill any of the duties herein specified without express, prior written approval of the Director of General Services or designated representative.

Comply: Exception: _____

7.2 The successful bidder shall perform HVAC services on an "as needed" basis.

Non-Emergency Services:

The contractor shall be able to start all non-emergency projects within five (5) working days after notification from Town of Collierville Facilities Maintenance Division. The Contractor shall complete each non-emergency job within the time specified in their project estimate.

Emergency Services:

Contractor shall respond on site to requests for emergency service calls within two (2) hours after notification. Contractor shall provide twenty-four hour call answering services (see 7.6). For the purpose of this bid, an emergency is defined as any condition that causes a threat to health, welfare or the safety of people and/or property or a condition that will affect an essential service(s) as determined by the Town of Collierville Facilities Management Department.

Comply: Exception: _____

7.3 The contractor shall furnish labor, miscellaneous parts, equipment, tools, transportation, methods of communication, and if required, miscellaneous services.

Comply: Exception: _____

7.4 The contractor shall provide qualified technicians to perform various duties as directed by authorized Town employees. Contractor shall not invoice for the services of a technician's helper or more than one technician, unless it is absolutely necessary to perform the service.

Comply: Exception: _____

7.5 Contractor shall be capable of responding to request for services within three hours after notification by Town personnel. Contractor shall indicate if they cannot meet this requirement.

Comply: Exception: _____

7.6 The contractor shall be available on a twenty-four hour basis for emergency repairs, if required. The contractor shall have a constantly monitored 24-hour a day phone number(s) to contact for service. The contractor shall be required to provide a telephone number for after-hours and emergency repairs. Contractor shall also provide emergency contact numbers for service technicians, if awarded the bid.

Comply: Exception: _____

7.7 Technicians shall contact the authorized Town representative on the way to the job site. Actual travel time to and from the job work location is not reimbursable under the purchase order. Technicians shall ensure that the authorized Town representative logs the start and completion times on the service ticket for services performed. Technicians shall provide the following information on the service ticket: Department name and location, name of technician(s) performing the work. Copy of work orders signed by Town employee shall accompany the invoice.

Man-hours paid under this contract shall be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery or for movement of contractor owned or rental equipment is not chargeable directly but is overhead and shall be included in the hourly rate bid for basic labor.

Comply: Exception: _____

8.0 All work required to correct any problems diagnosed by the contractor must be approved by the Town's authorized representative. Contractor shall work until each job is completed. Contractor shall have multiple technicians available to be able, if necessary, to respond to multiple requests for service at the same time.

Comply: Exception: _____

8.1 Contractor shall clean, repair, or replace any item damaged by the contractor during the performance of the service at no additional cost to the Town.

Comply: Exception: _____

8.2 A separate purchase order will be issued for each job. At the completion of each job, the contractor will provide an invoice referencing the purchase order number.

Comply: Exception: _____

8.3 Town of Collierville payment terms are Net 30 days after receipt of invoice. Invoice back-up documentations shall include:

- A copy of service ticket with date of service, purchase order number, work time(s), and labor charges clearly shown
- Itemized list of vendor supplied materials and, at request, a copy of the HVACR Price listings for the items.
- On request, copies of actual invoices to the contractor for installed materials with an itemized list of the individual costs from the contractor's supplier

Comply: _____ Exception: Our Hours are 7:00 - 3:30 after hours is O/T

8.4 Contractor shall hold firm, fixed-pricing for a period of TWELVE MONTHS after notice of award.

Regular service rates shall prevail between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, excluding Town recognized holidays. All work requested outside of these times shall be considered after hours service and shall be charged at overtime rate or weekend rate specified in the bid. Holiday Rates shall only be charged for work performed on Town recognized holidays.

Comply: Exception: _____

8.5 Vendors shall notate on the Bid Form, Section IV, what percentage below or above the contractor's actual invoice cost (as charged by the contractor's suppliers) the Town can expect to pay for materials purchased under this agreement. The percentage below or above invoice cost shall remain the same for the duration of the contract term. Contractors may provide a different percentage below or above invoice cost for individual material items between the invoice cost amounts noted on the Bid Form, Section IV.

In addition, vendors shall notate a unit cost per pound for the refrigerants listed on the Bid Form, Section IV. This price shall remain valid for a period of one year.

If requested, a copy of the most recent HVACR Price Guide shall be furnished by the vendor to the Town of Collierville for the purpose of verifying the material costs charged by the vendor. The HVACR Price Guide is available from i2 Trade Service, 866-561-5940 or visit their web site at <http://www.tradeservice.com>.

Comply: Exception: _____

8.6 The Town may award this bid to multiple providers to fulfill the Town's requirements of being a 365-day per year operation (i.e., Police, Fire, Town Hall, Water Plant, Fleet Maintenance and all Town owned Facilities). In the event the first vendor called indicates that they cannot respond in the time requested by requesting party, the Town reserves the right to contact another vendor. Vendors shall indicate their willingness to respond as a secondary provider under this contract.

Comply: Exception: _____

8.7 Successful vendors for HVAC & refrigerant services shall possess and provide Certificates of Commercial General Liability and Workers' Compensations as stated under section four (4) Insurance. Copies shall be provided prior to award of any contract and coverage shall remain in full force for the duration of the contract.

Comply: Exception: _____

8.8 All providers for HVAC & refrigerant services shall be licensed and have certified, fully trained service technicians completely familiar with the scope of work and desired results when performing new installations or repairs under this contract. Vendor must provide Certification of technicians to Town no later than five days after notification by Town. Vendor must also agree to keep the Town aware of changes in Technicians, and supply current certificates whenever changes in staff are made. Failure to provide certification may result in bid being considered non-responsive.

Comply: Exception: _____

8.9 Successful vendors agree to abide by and comply with current federal, state, and local laws, rules, regulations, and ordinances governing HVAC & refrigerant services or revisions occurring after award.

Comply: Exception: _____

9.0 The successful vendor shall perform all work (new installation and /or repairs) in conformance with applicable local, state, and federal building codes and shall be responsible for obtaining any building or mechanical permits required for scope of work. Permit fees from the Town of Collierville will be waived, however the contractor shall be responsible for any re-inspection fees.

Comply: Exception: _____

9.1 The successful vendor shall be responsible for performing legal and proper evacuation and disposal of refrigerant or other related substances. Successful vendor shall adhere to and follow the Federal Clean Air Act, Title VI-608 Ozone Protection Act Requirements pertaining to recovering, recycling, and reclaiming of refrigerant and other substances that may be harmful to the atmosphere and environment or revisions thereto.

Comply: Exception: _____

9.2 The Town reserves the right to keep any item(s) being replaced under this contract on a case-by-case basis. If the Town elects to keep the item(s), the successful vendor shall be responsible for removing and delivering the items to the Facilities Maintenance Warehouse, 609 East South Street. If the Town determines the material or equipment is not salvageable and can be disposed of, successful vendor shall be responsible for proper removal and disposal of said item(s) from buildings and/or structures.

Comply: Exception: _____

9.3 QUOTES

In some instances, the Town representative may request an estimate for repair. The contractor shall provide the estimate to the Town at no charge. The Town representative will be authorized to approve required repairs. The contractor may not proceed before receiving a Town authorized Purchase Order for the work

Comply: Exception: _____

9.4 CLEANING

The contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The contractor at their expense shall dispose of all surplus material, rubbish, and debris. All stored materials and equipment shall be placed so as to cause a minimum of inconvenience to other contractors and/or the public.

The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The Town is not responsible for theft or damage to the vendor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe

condition at the end of each workday. If there is a question in this area, the project manager will be consulted.

Comply: Exception: _____

9.5 CONTRACTOR'S PERSONNEL

Contractor's employees are to present a professional appearance. They shall be neat, clean, well groomed, courteous, properly uniformed and conduct themselves in a respectable manner while performing duties and while on Town property.

Employees shall wear an appropriate uniform specifying the Contractor's company name. This provision will be strictly enforced.

The Contractor shall provide the Town with a listing of all personnel assigned to the contract. In addition, the Contractor shall provide a listing of names, emergency mobile telephone numbers of supervisory personnel assigned to the contract. It will be the Contractor's responsibility to keep this list up to date.

Comply: Exception: _____

9.6 UNSATISFACTORY PERFORMANCE

The Town of Collierville may consider the following performance by the contractor as unsatisfactory performance:

- In excess of one service "call back" to correct the same problem within 10 consecutive calendar days.
- In excess of one instance within one calendar year of contractor personnel assigned to an authorized service call not having the skill or knowledge to diagnose the problem and/or perform the repair.

9.7 PERFORMANCE WARRANTY

Work performed under the purchase order shall meet all applicable requirements of the current codes adopted by the Town of Collierville at the time of bid. The contractor shall guarantee all work against any defects in workmanship; and shall satisfactorily correct, at no cost to the Town of Collierville, any such defect that may become apparent within a period of one year after completion of work.

9.8 MATERIAL WARRANTY

Parts furnished under this bid shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned or discontinued models are NOT acceptable. The warranty period for contractor provided materials shall be for a period of one year after completion of the installation or within the manufacturer's warranty, whichever is the later period. The warranty shall commence upon the date of acceptance by the Town of Collierville. Contractor shall provide the Town representative with all manufacturers' warranty documents upon completion of the installation and prior to leaving job site.

9.9 MANUFACTURER'S WARRANTY

The successful vendor shall guarantee the work performed for a period of one year, or as specified by manufacturer, from the date of final acceptance and/or inspection of the project by Town personnel. The warranty period shall commence the day after inspection has been accomplished and approved by Town personnel. The successful vendor shall furnish the Town with all manufacturers or suppliers written guarantees and/or warranties covering materials and equipment furnished under each project. In the event the successful vendor must perform repairs during the warranty period, all cost associated with warranty item(s) shall be borne by the successful vendor, unless other arrangements have been mutually agreed upon between the Town and successful vendor.

10.0 SAFETY

Contractor shall provide all equipment and tools which shall be the appropriate type for the task and shall be well maintained, calibrated, and in proper working order before use in the performance of the work. Contractor shall, prior to commencing work, thoroughly examine and become familiar with the systems(s) and associated facilities to insure the service can be completed in an orderly, safe manner.

Contractor shall maintain a safe work environment at all times. Contractor shall report to the Town representative the existence of unsafe conditions(s) which will compromise the performance of the service.

10.1 SAFETY OF PERSONS AND PROPERTY

The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- employees on the Work and other persons who may be affected thereby;
- the Work and materials, furniture, furnishings and equipment to be incorporated therein, whether in storage on or off the Project premises, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-Subcontractors; and
- other property at the Project premises or adjacent thereto, and not designated for removal, including property of the Town, separate contractors or other persons, whether or not completed or installed.

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent facilities.

10.2 BUILDING RESTRICTIONS

Parking: The contractor shall make arrangements with the Town's authorized representative prior to off-loading tools and equipment at the job site. Contractor shall park in designated visitor parking spaces.

Restrooms: Restrooms shall NOT be used for washing tools and equipment.

Security: The contractor shall provide and update a list of all contractor personnel assigned to Town of Collierville jobs.

Access: Contractor shall notify Town's representative upon arrival at the building and be escorted to the job site.

10.3 UNPREDICTABLE MARKET CHANGE

In the event of an unpredictable change in the market that affects the then current contract price, the Contractor may submit justification for a price adjustment. The Town shall review the justification and determine applicable price adjustment. Upon return to normal market conditions, the price will be adjusted to the price established by the original contract terms.

The Mayor and Board shall be the final authority on any price adjustment due to unpredictable market change.

10.4 PRICE ADJUSTMENT

Price increases may only be requested by the Contractor within 30-days prior to the annual anniversary date of the contract. Failure to do so may result in the denial of any increase requested.

Price increases will become effective only after approval by the Mayor and Board and will be effective for at least one year from the date of approval.

Approved price increases will be applied to the unit pricing in the Contract as a percentage increase.

The increased rate shall be based upon mutual consent of the Contractor and the Town; however, the Town shall evaluate the performance, services and records documentation to determine the appropriateness of the increase requested.

10.5 PRICE REDUCTION

If a manufacturer, or supplier at any time during the course of this contract, makes a general price decrease to the Contractor, the Contractor shall promptly notify the Town in writing and extend such decrease to the Town effective on the date of such general price decrease.