

**CONTRACT FOR SERVICES AND/OR PRODUCTS**

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein "Contract") is made and entered into this 13th day of August 2012 by and between the TOWN OF COLLIERVILLE, TENNESSEE, a Tennessee municipal corporation, (herein the "TOWN") and STONE TRANSMISSIONS, INC., a Tennessee corporation (herein the "CONTRACTOR").

**WITNESSETH:**

WHEREAS, the TOWN desires to contract with a provider of transmission repair 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. TC2012-21, Transmission Repair Services, (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 August 13, 2012 and ending on August 12, 2013. This Contract may be extended by the TOWN for three (3) additional successive twelve (12) month periods or portions thereof, up to a cumulative total of forty-eight (48) 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: Stone Transmissions, Inc.  
3596 Winchest Cv.

Memphis, TN 38115  
Facsimile: (901) 369-6272

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

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

#### **26.00 SEVERABILITY**

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

#### **27.00 NO CONSENT TO BREACH**

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

#### **28.00 OTHER INSTRUMENTS**

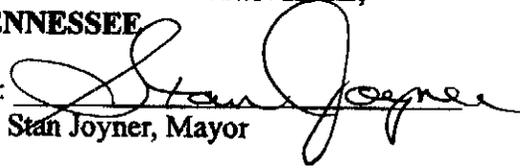
The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

[Signatures to follow on next page]

WITNESS THE DUE EXECUTION HEREOF.

**TOWN OF COLLIERVILLE,  
TENNESSEE**

By:

  
Stan Joyner, Mayor

ATTEST:

By:

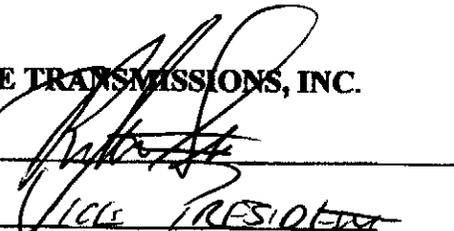
  
Town Clerk/Recorder

APPROVED AS TO FORM AND  
CONTENT

  
Director of General Services

**STONE TRANSMISSIONS, INC.**

By:



Its:

VICE PRESIDENT

CONTRACTOR's Mailing Address:  
3596 Winchest Cv.  
Memphis, TN 38115

CONTRACTOR's Telephone Number:  
(901) 794-0897

CONTRACTOR's Facsimile Number:  
(901) 369-6272

MS  
7/23/12

**EXHIBIT "A"**

**Invitation to Bid No. TC 2012-21**

# **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: TRANSMISSION REPAIR SERVICES**

**BID NUMBER: TC2012-21**

**DUE DATE: No Later Than**

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

**THURSDAY**  
(Day)

**JULY 12, 2012**  
(Date)

**SEALED BID No. TC2012-21**  
**DUE DATE: 07-12-2012**

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<b>TOWN OF COLLIERVILLE BID ENVELOPE</b>	<b>ATTACHMENT</b>

**SEALED BID No. TC2012-21**  
**DUE DATE: 07-12-2012**



**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 # TC2012-21 “TRANSMISSION REPAIR SERVICES”**

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](mailto: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/bso>. 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) 457-2261.*

Deadline for sealed bids, submitted to the Purchasing Division, 500 Poplar View Parkway, Collierville, TN 38017, is Thursday, **July 12, 2012 2:00:00 p.m. (local time)**. The bids will then or soon thereafter be publicly opened and read aloud in the Town Board Chambers at 500 Poplar View Parkway, Collierville, Tennessee.

Bid packages must be clearly marked on the outside of the provided opaque Town of Collierville—Official Bid Envelope: **TC2012-21 – “TRANSMISSION REPAIR SERVICES”**

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. TC2012-21**  
**DUE DATE: 07-12-2012**



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

## **SECTION II**

# **GENERAL TERMS, CONDITIONS & INSTRUCTIONS**

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

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

**1.0 PREPARATION OF BIDS:**

- 1.1 **In order to maintain accurate data on each vendor receiving an Invitation to Bid, it is requested that the vendor receiving an invitation, but not wishing to bid, complete and return the attached NO BID REPLY FORM which is part of this section (Refer to page 8 of 8). 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) 457-2261.
- 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.

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

**15.0 THIRD PARTY ASSIGNMENT:**

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

**16.0 LIEU, CLAIMS OR ENCUMBRANCE:**

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

**17.0 DOCUMENTS INCLUDED IN CONTRACTS:**

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

**18.0 INSPECTION:**

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

**19.0 PURCHASES FROM STATE OF TENNESSEE CONTRACTS:**

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

**20.0 DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION:**

20.1 Bidders are advised that T.C.A. 10-7-503(a) mandates that all State, County and Municipal records shall, all times during business hours, be available for personal inspection by any citizen of Tennessee. Any information which is identified in a bid response as proprietary or confidential is therefore subject to inspection and the Town of Collierville assumes no liability for any information so identified and divulged pursuant to a request under T.C.A. 10-7-503(a).

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

**21.0 TITLE VI INFORMATION:**

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

**22.0 COLLUSION:**

22.1 Bidders, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged

in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

**23.0 BID PROTEST:**

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

**24.0 AVAILABILITY OF APPROPRIATED FUNDS:**

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

**25.0 BID WITHDRAWAL:**

25.1 At any time up to the hour and date set for opening of bids, a bidder may withdraw his/her bid. Such withdrawal must be in writing and sent to the Director of General Services at the address set forth herein, delivered in person. Such withdrawal shall be effective only upon receipt by the Director of General Services and will not preclude the submission of another bid by such bidder to the hour and date set for the opening of bids.

25.2 After the scheduled time for opening of bids, no bidder will be permitted to withdraw his/her bid.

**26.0 TIE BID:**

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

**27.0 QUESTIONS AND INQUIRES:**

27.1 Any concerns with this invitation to bid should be addressed to Mandy Bajusz, Purchasing Agent, telephone number (901) 457-2261, FAX number (901) 457-2258, Monday through Friday, 8:30 A.M. to 4:30 P.M.

27.2 Any matter of this bid package that requires explanation or interpretation must be inquired into by the Bidder in writing at least three days (excluding weekends and holidays) prior to the time set for the Bid Opening. Fax all questions to the Buyer, Lori Bryant, in the Purchasing Division at (901) 457-2258. All questions will be responded to in the form of written addenda to all Bidders. All addenda that you receive shall become a part of the contract documents.

27.3 No addenda will be issued later than three (3) business days prior to the date for receipt of bids except an addendum withdrawing the request for bids or one which includes a revised date for receipt of bids.

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

**STATEMENT OF NO BID**

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

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

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

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**COMPANY NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**SEALED BID No. TC2012-21**  
**DUE DATE: 07-12-2012**



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

## **SECTION III**

# **DETAILED REQUIREMENTS / SPECIFICATIONS**

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

1. SCOPE

The intent of these specifications is to describe the **adjustment, repair, and/or rebuilding of transmissions** for vehicles and other equipment owned and/or operated by the Town of Collierville.

2. GENERAL CONTRACT SPECIFICATIONS:

2.1. Manufacturing, Material and Design Practices

The bidder/manufacturer shall use material and design practices that are the best available in the industry for the conditions which items will be subjected to. All items provided shall conform in strength, quality of material and workmanship to recognized industry standards.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

2.2. Specification Variances

If any of the items bid varies from the specifications, such variation(s) must be listed in writing and attached as part of the bid. The Town of Collierville reserves the right to waive minor variation(s) if in the opinion of the Director of General Services the items offered meet the general intent of these specifications.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

2.3. Manufacturer's Standard Equipment

2.3.1. All items and components listed as standard by the manufacturer for items quoted shall be furnished whether or not such items are detailed herein. Optional equipment as necessary to meet the following requirements of this specification shall also be supplied.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

2.3.2. The Town will not accept any part, component or system that is not an established standard product of the bidding manufacturer. By this is meant that any item or assembly which, relative to the supplying manufacturer's standard line of products, could be described as "first of its kind", "experimental", "only one of its kind to be built", "especially modified to comply with this specification", "prototype", or synonymous categorical descriptions, shall not be acceptable. All parts and components offered and delivered must conform to the manufacturer's standard production or be off-shelf available as a standard hardware production item.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

3. TECHNICAL SPECIFICATIONS:

3.1. The bidder's facility shall be a clean and safe working environment. It shall comply with all federal, state, and local regulations.

3.2. All items provided under this agreement shall be full line first quality items and equal to original equipment manufacturer's specifications or better and shall be identical in size, design and a direct replacement for items requested without any modifications to vehicle.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

3.3. Authorized representative(s) of the Town of Collierville shall be permitted to inspect the bidder's facility and/or plant prior to the award of this bid. After the award of the bid, authorized

representative(s) of the Town shall be permitted to inspect the bidder's facility and/or plant on a periodic basis. More frequent inspections shall be permitted if problems develop and remain unresolved, and if recurring problems persist, this shall be grounds for terminating this agreement.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

3.4. The bidder shall inspect each vehicle and determine cause of problem(s) and determine if transmission is repairable, or needs to be rebuilt, or replaced with an exchange transmission. All rebuilt and exchange transmissions shall be completely rebuilt including transmission filter and rebuilt torque converter, rebuilt to manufacturer's specifications.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

3.4.1. Bell housing and drive plate assembly shall be checked for trueness and shall not exceed manufacturer's specification. Readings shall be noted on work order.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

3.4.2. All rebuilt and exchange transmissions and repairs shall incorporate the latest manufacturer's factory updates and improvements. After cause of problem has been determined, bidder shall provide an estimate of repairs needed and obtain approval from Town personnel prior to performing any repairs.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

3.5. When bidder installs a rebuilt or exchange transmission, bidder shall check transmission oil cooler for leaks, flush transmission cooler(s) and cooler lines, replace all external transmission filters, dial indicating of bell housing and drive plate assembly, remove, inspect and install power take offs if applicable, and/or rebuild as necessary. Bidder shall be capable of rebuilding power take offs as required. Any additional work shall be approved by Town personnel before proceeding.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

3.6. Maximum turnaround time for any repair, rebuilding and/or installing an exchange transmission shall not exceed five (5) working days including pick up and delivery.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

3.7. All prices quoted shall include all charges for steam cleaning, removal and installation of transmission, rebuilding and/or overhauling of exchange transmission, dial indicating of bell housing and drive plate assembly, checking transmission oil cooler for leaks, flushing transmission oil cooler, flushing cooler lines, replacement of all external transmission filters, removal and replacement of existing power take offs, if applicable, all fluids, running on road testing, pick up/towing and delivery of vehicle, any hazardous disposal fees, and environmental fees.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

3.8. Availability and timely delivery are critical to the award and maintenance of this agreement. Failure to maintain adequate inventory, provide timely delivery, or supply service for items requested shall be grounds for termination.

3.9. The vendor's repair facility shall be located within a radius of 50 miles from the Town of Collierville Public Services facility.

Repair Facility Address: \_\_\_\_\_  
\_\_\_\_\_

3.10. This contract shall cover jobs not expected to exceed \$10,000 per job. The provisions of the contract shall in no way prohibit the Town from making a purchase for the same commodities and/or services listed herein from another supplier in the event the job shall exceed \$10,000.

3.11. The elected firm warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in their respective field of work.

3.12. In the event any faulty workmanship occurs, the Contractor will pay for the tow to transport the vehicle for repair and rework the original repair at no additional cost to the Town.

#### 4. PROTECTION OF PROPERTY

The Successful Bidder shall, at all times, guard against damage or loss to the property of the Town of Collierville, or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Town may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or his agents.

#### 5. TRANSMISSIONS

The following transmissions are currently in the Town's fleet. The Town reserves the right to add or delete equipment from the below list during the contract period. The Town and the awarded contractor will agree upon a price, suitable to both parties, for each instance a new piece of equipment is added to the contract by contract amendment. This list does not include the applications in which these transmissions are installed.

##### 5.1. Ford Transmissions

- 5.1.1. E4OD
- 5.1.2. 4R70W
- 5.1.3. AX4S
- 5.1.4. AX4N
- 5.1.5. CD4E
- 5.1.6. 5R55E
- 5.1.7. 5R55W
- 5.1.8. 4R100
- 5.1.9. 5R110

##### 5.2. GM Transmissions

- 5.2.1. 4L60E
- 5.2.2. 4L80E
- 5.2.3. 4T60E
- 5.2.4. 4L60
- 5.2.5. Turbo 400
- 5.2.6. 4L65E
- 5.2.7. 4T40E
- 5.2.8. Allison – 1000
- 5.2.9. 4T65E
- 5.2.10. 6L80

##### 5.3. Chrysler Transmissions

- 5.3.1. 46RE
- 5.3.2. 606
- 5.3.3. 604
- 5.3.4. 3040LE
- 5.3.5. 42RE
- 5.3.6. 45RFE
- 5.3.7. A500

- 5.3.8. 42RLE
- 5.3.9. 722.6
- 5.3.10. 68RFE
- 5.3.11. 48RE

## 6. WARRANTY

Bidder shall include pricing for twenty-four (24) month/24,000 mile warranties that shall include parts, fluids and labor on all rebuilt transmissions. The warranty period shall start upon the acceptance of the vehicle after repair.

## 7. PRICING

- 7.1. Bidder's cost proposal shall include the cost to rebuild the transmission, including fluids and labor.
- 7.2. Bidder's cost proposal shall include any freight, handling, delivery, surcharges, or any other incidental charges.
- 7.3. The bid form includes a line item for per hour labor charge for minor repairs less than a complete rebuild.
- 7.4. Price proposed shall exclude all taxes, which are not applicable to the Town.
- 7.5. Price escalation/de-escalation, if accepted by the Town, shall be placed in effect only after written notification to the Purchasing Agent, sixty (60) days prior to resultant price changes and approval by the Board of Mayor and Aldermen. Proof of price change to seller shall accompany this notification. Price changes may be requested only at the time of contract renewal.

## 8. ORDERING/DELIVERY PROCEDURE

- 8.1. Vendor will receive a separate purchase order each time services are required at prices quoted per your proposal.
- 8.2. All work is to be scheduled through the Town's Fleet Maintenance Supervisor, Kevin Griffith, (901) 853-3215, or his designee.
- 8.3. Typical Scenario
  - 8.3.1. Fleet representative will call the awarded vendor and advise them service is required.
  - 8.3.2. The Town will deliver the vehicle to the vendor's shop.
  - 8.3.3. Initial diagnosis will be reported to shop before work progresses.
  - 8.3.4. Authorization is given by Fleet Maintenance, and repairs completed.
  - 8.3.5. Town will inspect and accept the repair, authorize payment and pick up vehicle.

## 9. CONTRACT TERMS

The period of this Contract shall be for twelve (12) months. This Contract may be extended by the Town for three (3) additional successive twelve (12) month periods or portions thereof, up to a cumulative total of forty-eight (48) months, by written notice to the Contractor given at least thirty (30) days before the expiration of the term then in existence.

## 10. 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) Current Price List**

**The Town requests that all bid documents be submitted in duplicate** to the Town of Collierville General Services Department, 500 Poplar View Parkway, Collierville, TN 38017 no later than 2:00:00 P.M. (local time) on Thursday, July 12, 2012.

**SEALED BID No. TC2012-21**  
**DUE DATE: 07-12-2012**



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

**SECTION IV**

**BID RESPONSE FORM**



# BID RESPONSE FORM

**Stan Joyner**  
Mayor

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

**James H. Lewellen**  
Town Administrator

**Derek Honeycutt**  
Director of General Services

**POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM**

**BID NO.: TC-2012-21**

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE **THURSDAY, JULY 12, 2012, 2:00:00 P.M. (LOCAL TIME)** IN THE OFFICE OF THE DIRECTOR OF GENERAL SERVICES, 500 POPLAR VIEW PARKWAY, COLLIERVILLE, TENNESSEE 38017, AT WHICH TIME OR SOON THEREAFTER THE BIDS WILL BE PUBLICLY OPENED AND READ ALOUD IN THE TOWN BOARD CHAMBERS.

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

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

ITEM	DESCRIPTION	REBUILD UNIT PRICE
	<u>Ford Transmissions</u>	
1	E4OD.....	
2	4R70W.....	
3	AX4S.....	
4	AX4N.....	
5	CD4E.....	
6	5R55E.....	
7	5R55W.....	
8	4R100.....	
9	5R110.....	
	<u>GM Transmissions</u>	
10	4L60E.....	
11	4L80E.....	
12	4T60E.....	
13	4L60.....	
14	Turbo 400.....	
15	4L65E.....	
16	4T40E.....	
17	Allison – 1000.....	
18	4T65E.....	
19	6L80.....	
	<u>Chrysler Transmissions</u>	
20	46RE.....	
21	606.....	
22	604.....	
23	3040LE.....	
24	42RE.....	
25	45RFE.....	
26	A500.....	
27	42RLE.....	
28	722.6.....	
29	68RFE.....	
30	48RE.....	

31	<p><u>Warranty Offered</u> – Please note that minimum warranty period is 24 months. See section III, item 5.</p> <p>Complete rebuilt transmission is warranted for ____ months or _____ miles.</p>	
32	<p><u>Labor Rate</u></p> <p>The following hourly labor rate shall be the total hourly charge for any and all repairs including road testing. Such rate will include as a minimum, all wages, payroll taxes, fringe benefits, insurance, tools, transportation, overhead, profit, and general administrative expenses and environmental fees. No other charges, other than costs for replacement parts, will be charged to the Town.</p> <p>Shop hourly rate    \$_____</p>	

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. TC2012-21**  
**DUE DATE: 07-12-2012**



**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. TC2012-21**  
**DUE DATE: 07-12-2012**



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

**SECTION VI**

**VENDOR LIST**

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

## Vendor List

TC2012-21 Transmission Repair Services

Commodity Code: 928-85 (Transmission (Main, Transfer Case, Chain and Final Drives) Maintenance and Repair)

AAMCO Transmissions dba Stone Transmission  
Al Stone  
3596 Winchest Cove  
Memphis, TN 38115  
Email: joyal1@bellsouth.net  
Phone: (901)794-0897  
FAX: (901)369-6272

Coleman-Taylor Transmissions Co.  
Cecil Bing  
7981 Fischer Steel Rd.  
Cordova, TN TN  
Email: jgionti@aol.com  
Phone: (901)754-2832  
FAX: (901)754-8065

Auto Nation dba Dobbs Brothers Pontiac GMC  
Mike Moody  
2621 South Mendenhall  
Memphis, TN 38115  
Email: moodym@autonation.com  
Phone: (901)365-9110  
FAX: (901)367-3146

Coleman Taylor Transmission Company-Stage Rd  
David Bruner  
4321 Stage Rd  
Memphis, TN 38128  
Email: transcraft@aol.com  
Phone: (901)388-9141  
FAX: (901)382-4836

Collierville Collision  
Brenda Patterson  
400 Distribution Parkway  
Collierville, TN 38017  
Email: bpatte5762@aol.com  
Phone: (901)853-7253  
FAX: (901)854-5049

Hecht Constrction Co., Inc.  
Bill Hecht  
4937 William Arnold Road  
Memphis, TN 38117  
Email: bheconco@aol.com  
Phone: (901)767-4360  
FAX: (901)761-9038

Kaz's Main St. Garage, Inc.  
Donald Kaczmarek  
135 Main St  
Collierville, TN 38017  
Email: kazgarage@birch.net  
Phone: (901)854-9815

MHC Ford  
Wick Hall  
1721 Transport Avenue  
Memphis, TN 38116  
Email: james.hall@mhctruck.com  
Phone: (901)332-3930  
FAX: (901)332-5226

Superior Auto Body  
Josh Johnson  
1120 Hwy 57 East  
Collierville, TN 38017  
Email: joshjohnson@superiorautobody.com  
Phone: (901)853-9116  
FAX: (901)853-9186

Truck Parts Specialists  
John Materna  
757 E Brooks Road  
Memphis, TN 38116  
Email: MemphisCounter@aol.com  
Phone: (901)332-7000  
FAX: (901)332-5793

**SEALED BID No. TC2012-21**  
**DUE DATE: 07-12-2012**



**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. TC2012-21**

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

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

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

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

**SEALED BID No. TC2012-21**  
**DUE DATE: 07-12-2012**

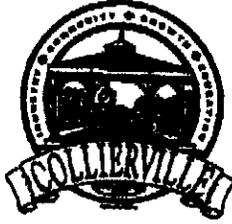


**TOWN OF COLLIERVILLE**  
GENERAL SERVICES DEPARTMENT  
500 POPLAR VIEW PARKWAY  
COLLIERVILLE, TENNESSEE 38017

## **SECTION VIII**

# **CONTRACT FOR SERVICES AND/OR PRODUCTS**

**EXHIBIT "B"**  
**CONTRACTOR'S Bid**



# BID RESPONSE FORM

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

**Stan Joyner**  
 Mayor

**James H. Lewellen**  
 Town Administrator

**Derek Honeycutt**  
 Director of General Services

**POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM**

**BID NO.: TC-2012-21**

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE THURSDAY, JULY 12, 2012, 2:00:00 P.M. (LOCAL TIME) IN THE OFFICE OF THE DIRECTOR OF GENERAL SERVICES, 500 POPLAR VIEW PARKWAY, COLLIERVILLE, TENNESSEE 38017, AT WHICH TIME OR SOON THEREAFTER THE BIDS WILL BE PUBLICLY OPENED AND READ ALOUD IN THE TOWN BOARD CHAMBERS.

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

**\*\*REQUIRED TO SUBMIT BID: TOWN OF COLLIERVILLE VENDOR #** 645  
 (See Public Notice Form for Information on Obtaining a Vendor #)

ITEM	DESCRIPTION	REBUILD UNIT PRICE
	<b>Ford Transmissions</b>	
1	E4OD.....	1090
2	4R70W.....	975
3	AX4S.....	1245
4	AX4N.....	1245
5	CD4E.....	1195
6	5R55E.....	1195
7	5R55W.....	1195
8	4R100.....	1245
9	5R110.....	1345
	<b>GM Transmissions</b>	
10	4L60E.....	995
11	4L80E.....	1195
12	4T60E.....	1295
13	4L60.....	895
14	Turbo 400.....	595
15	4L65E.....	1095
16	4T40E.....	1295
17	Allison - 1000.....	1195
18	4T65E.....	1395
19	6L80.....	1395
	<b>Chrysler Transmissions</b>	
20	46RE.....	1145
21	606.....	1095
22	604.....	1095
23	3040LE.....	1095
24	42RE.....	1095
25	45RFE.....	1195
26	A500.....	1045
27	42RLE.....	1095
28	722.6.....	1595
29	68RFE.....	1295
30	48RE.....	1145

31	<p><u>Warranty Offered</u> - Please note that minimum warranty period is 24 months. See section III, item 5.</p> <p>Complete rebuilt transmission is warranted for <u>24</u> months or <u>24000</u> miles.</p>	
32	<p><u>Labor Rate</u></p> <p>The following hourly labor rate shall be the total hourly charge for any and all repairs including road testing. Such rate will include as a minimum, all wages, payroll taxes, fringe benefits, insurance, tools, transportation, overhead, profit, and general administrative expenses and environmental fees. No other charges, other than costs for replacement parts, will be charged to the Town.</p> <p>Shop hourly rate \$ <u>90<sup>00</sup></u></p>	

DELIVERY PROMISED: \_\_\_\_\_ F.O.B. COLLIERVILLE

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

FIRM'S NAME: STONE TRANSMISSION INC ADDRESS: 3596 WINDHURST COVE  
MEMPHIS, TN 38115

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

CITY: MEMPHIS STATE: TN ZIP: 38115

TELEPHONE: 901 794 0897 FAX: \_\_\_\_\_ EMAIL: JOYAL1@Bellsouth,  
NET

NAME: ALVIN STONE TITLE: SECRETARY

AUTHORIZED SIGNATURE: Alvin Stone DATE: 7/11/12