

**CONTRACT FOR SERVICES AND/OR PRODUCTS**

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein “**Contract**”) is made and entered into this 9th day of November, 2015 by and between the TOWN OF COLLIERVILLE, TENNESSEE, a Tennessee municipal corporation, (herein the “**TOWN**”) and EVA RACHELLE LOVE D/B/A TEAMTRUK, a Tennessee sole proprietorship (herein the “**CONTRACTOR**”).

**WITNESSETH:**

WHEREAS, the TOWN desires to contract with a provider of Basketball Uniforms (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. TC2015-53 “Basketball Uniforms - Rebid” (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 November 9, 2015 and ending on November 8, 2016. This Contract may be extended by the TOWN for two (2) additional successive twelve (12) month periods or portions thereof, up to a cumulative total of thirty six (36) months, by written notice to the CONTRACTOR given at least thirty (30) days before the expiration of the term then in existence.

**3.00 COMPENSATION**

3.01. Amount of Compensation. The CONTRACTOR agrees to provide the services, equipment and products as specified in its bid to the TOWN at the cost specified in said bid and amendments, if any, the bid and any amendments thereto being attached hereto as **Exhibit “B”** and incorporated by reference herein and made a part hereof. The amount as specified in **Exhibit “B”** may be increased or decreased by the TOWN under Section 4.00 of this Contract (“Additional Services”), through the issuance of an Addendum. Any prices specified in this Contract or an Addendum thereto will remain in effect for the term of this Contract or any extensions thereof.

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

**4.00 ADDITIONAL SERVICES**

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

**5.00 NOTICE TO PROCEED**

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

**6.00 CONFLICT OF INTEREST**

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

**7.00 COMPLIANCE WITH LAWS**

The CONTRACTOR agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the provision of the Contract Items and to comply with all instructions and orders issued by the TOWN regarding the Contract Items.

## **8.00 TERMINATION**

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

## **9.00 WARRANTY**

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

## **10.00 FORCE MAJEURE**

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

## **11.00 INSURANCE**

11.01. Comprehensive General Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the TOWN, coverage for CONTRACTOR on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than Five Hundred Thousand Dollars (\$500,000) 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 email, 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: Eva Rachele Love D/B/A TeamTruk  
8761 Dewberry  
Cordova, TN 38016  
Email: teamtruk@gmail.com

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 email 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.

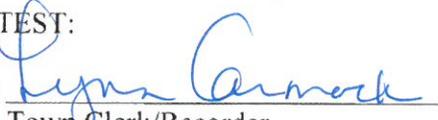
[Signatures to follow on next page]

WITNESS THE DUE EXECUTION HEREOF.

TOWN OF COLLIERVILLE,  
TENNESSEE

By:   
Stan Joyner, Mayor

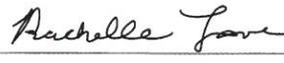
ATTEST:

By:   
Town Clerk/Recorder

APPROVED AS TO FORM AND  
CONTENT:

 Mandy Bains, in Derek Honeycutt's  
Director of General Services Absence  
10/30/15

EVA RACHELLE LOVE D/B/A  
TEAMTRUK

By: 

Its: Owner

CONTRACTOR's Mailing Address:  
8671 Dewberry  
Cordova, TN 38016

CONTRACTOR's Telephone Number:  
(901) 482-2140

CONTRACTOR's Email:  
[teamtruk@gmail.com](mailto:teamtruk@gmail.com)

**EXHIBIT "A"**

**Invitation to Bid No. TC2015-53**

# **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 Manager



## **INVITATION TO BID**

**BID DESCRIPTION: BASKETBALL UNIFORMS - REBID**

**BID NUMBER: TC2015-53**

**DUE DATE: No Later Than**

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

**Wednesday**  
(Day)

**October 28, 2015**  
(Date)

**SEALED BID No. TC2015-53  
DUE DATE: 10/28/2015**

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

**SEALED BID No. TC2015-53**  
**DUE DATE: 10/28/2015**



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

## **SECTION I**

### **LEGAL NOTICE TO BIDDER(S)**

**LEGAL NOTICE TO BIDDERS**

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

**BID # TC2015-53 “BASKETBALL UNIFORMS - REBID”**

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) 457-2250.*

Deadline for sealed bids, submitted to the Purchasing Division, 500 Poplar View Parkway, Collierville, TN 38017, is **Wednesday, October 28, 2015 2:00:00 p.m. (local time)**. The bids will then or soon thereafter be publicly opened and read aloud in the Town Board Chambers at 500 Poplar View Parkway, Collierville, Tennessee.

Bid packages must be clearly marked on the outside of the provided opaque Town of Collierville—Official Bid Envelope: **TC2015-53 – “Basketball Uniforms – Rebid”**

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

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

Respectfully,  
Derek Honeycutt  
Director of General Services

**SEALED BID No. TC2015-53**  
**DUE DATE: 10/28/2015**



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

## **SECTION II**

# **GENERAL TERMS, CONDITIONS & INSTRUCTIONS**

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

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/bs0>. If you have any questions regarding the Vendor Number, please call the Purchasing Division at (901) 457-2250.
- 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. TC2015-53**  
**DUE DATE: 10/28/2015**



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

## **SECTION III**

### **DETAILED REQUIREMENTS / SPECIFICATIONS**

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

**I. SCOPE**

The intent of these specifications is to secure bids from qualified firms for the furnishing and delivery to the Town new basketball uniforms for the Collierville Parks and Recreation Department. These specifications cover the general requirements as to the type of construction, together with certain details as to finish, and equipment with which the successful Bidder must conform.

The Town intends to award a one-year contract with up to two additional one-year renewals with the vendor to provide basketball uniforms to the Parks and Recreation Department on an as-needed basis.

Uniforms must be delivered to the Parks and Recreation Department within twenty-one days from receipt of purchase order.

**II. 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.)**

- I. Comply and Exception, Section III**
- II. Bid Response Form, Section IV**
- III. Title VI Form, Section V (Optional)**
- IV. Reference Sheet, Section VII**
- V. List of "In-Stock" Team/Colors**

**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 **OCTOBER 28, 2015**.

**III. AWARD**

- A. Award of bid shall be made to the most responsible Bidder meeting the specifications set forth herein. The Town may select a Contractor based on an "all or none" bid, on individual responses, or as is otherwise deemed to be in the best interest of the Town. In addition to the quoted price, the following is a partial list of the criteria that may be used in the award:

Delivery  
Superior quality and adherence to specifications;  
Service as specified in these bid documents;  
Guarantees and warranties;  
Company's reputation and financial status;  
Past experience and cost with same or similar material or service;

Length of time committed for firm pricing;  
Favorable reference from firms with projects of similar scopes that indicate that the bidder has the ability to carry out the services and provide the products specified.

#### IV. CONTRACT

- A. The period of this contract shall be for twelve (12) months.
- B. This contract may be extended by the Town for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of thirty-six (36) months.
- C. The renewal will be in the form of a written notice to the contractor given at least thirty (30) days before the expiration of the term then in existence.
- D. The Town will not enter into Service Agreements submitted by suppliers. The Agreement contained within these bidding documents prepared by the Town is the only agreement that the Town will sign.

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

#### V. PRICING

- A. Bidder shall submit a single price for each line item on the provided bid response form in Section IV.
- B. Price proposed shall exclude all taxes, which are not applicable to Town purchases.
- C. Price must include all applicable fees including, but not limited to: screen fees, shipping, etc.
- D. Price escalation/de-escalation, if accepted by the Town, shall be placed in effect only after written notification to the Director of General Services, thirty (30) days prior to resultant price changes. Proof of price change to seller shall accompany this notification. Price escalation will only be allowed at the time of contract renewal.

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

#### VI. QUANTITY

- A. No guarantee or warranty is given or implied by the Town as to the total amount that may be or may not be purchased from any resulting contracts. The Town reserves the right to increase or decrease quantities as required.
- B. The Town is not interested in receiving bids that contain either a minimum quantity or dollar order requirement. Bids received with such limitations may not be considered for contract award.

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

#### VII. ORDERING PROCEDURES AND DELIVERY

- A. The Contractor will be contacted by the department via a purchase order to place an order for required items.
- B. After receipt of the purchase order contractor shall notify the department of delivery date.
- C. Bid prices must include inside delivery to the Parks and Recreation Department. The items shall be delivered F.O.B. Destination to Town of Collierville, Parks and Recreation Department, 440 West Powell Road, Collierville, TN 38017.
- D. Delivery date will be a consideration in the selection of Bid.

**E. Product must reach Parks and Recreation Department no later than twenty-one (21) days from receipt of purchase order.** If the Contractor fails to deliver the Basketball Uniforms within the time specified in their contract, or any extension thereof, the actual damages to the Town for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor may be required pay to the Town as fixed and agreed for each calendar day of delay, the amount of \$25.00 per Order per calendar day for said items not received per the delivery schedule set forth within the contract documents. In that event, the Contractor shall be liable for such damages accruing until such time as the Town may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged when the delay arises without the fault or negligence of the Contractor.

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

**VIII. SAMPLES**

- A. Prior to the award, samples representing the exact items bid may be required at the expense of the Bidder(s). **Do not automatically submit samples.** If they are required, the Purchasing Division will contact you. When required, samples must be furnished within five (5) calendar days upon request. Failure to submit samples will be cause for rejection of the Bid.
- B. The samples submitted by Bidders on items for which they have received an award may be retained by the Town until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.
- C. Samples belonging to unsuccessful Bidders must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. The Town will not be responsible for such samples if not removed by the Bidder within thirty (30) days after the award has been made. Bidder shall make all arrangements for delivery of samples to the place designated as well as removal of samples. Cost of delivery of samples shall be borne by the bidder.
- D. Awarded Vendor must provide samples of products (jerseys of each size and shorts of each size) for registration period (September-October).

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

**IX. SPECIFICATIONS – PARKS AND RECREATION DEPARTMENT**

Any manufacturers’ names, trade names, brand names, or catalog numbers used in the specifications are there for the purpose of establishing and describing general performance and quality levels. Such references are not intended to be restrictive, and bids are invited on these and comparable brands or products of any manufacturer, which meets or exceeds the quality of the specifications listed for any item unless otherwise stated in the specifications or proposal.

Bidders submitting bids for manufacturers or styles other than those listed here are required to state on a separate page any deviation from the requested, including manufacturer, manufacturer’s number, color, sizes, material, or any other pertinent information.

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

All uniforms/equipment shall be new, latest model and design, and shall carry the manufacturer’s maximum standard warranty.

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

**A. Basketball Jerseys:**

- 1. **Alleson Boys Logoed Reversible NBA Basketball Jersey – A105LY (Youth) and A105LA (Adult), or Town approved equal:**

- 100% tear drop Cationic colorfast polyester with moisture management fibers.
- Double ply, fully reversible jersey – soft, cool hand, lightweight basketball mock mesh.
- Contrasting color exposed top stitching across upper chest on front and back on both colorway sides of jersey.
- Self-material, main body color set-in, mitered v-neck with bar tack reinforcement - primary color shows up as contrast color on lighter secondary side.
- Open hemmed bottom for decoration.
- NBA woven jock tab for authentic identification.
- NBA logoman on upper left side yoke as worn on both sides.

**Jersey Colors Needed:** The Town anticipates at least 12 teams. Bidder must provide with their bid a list of “in-stock” colors/teams.

**Jersey Number and Logo:** Each jersey will have a pre-printed NBA logo screen printed on the upper, front chest on both sides (inside and out).

Each jersey will have a contrasting, one-color (black or white):

- 4" number screen printed on front of both sides (inside and out).
- 6" number screen printed on back of both sides (inside and out).

**Sizes:** Youth Small, Youth Medium, Youth Large, Youth X-Large, Adult Small, Adult Medium, Adult Large, Adult X-Large and Adult XX-Large.

**Estimated Quantity needed:** 400+ youth jerseys and 100+ adult jerseys.

**2. Alleson Girls Logoed Reversible WNBA Racerback Jersey – A105BG (Girls) and A105BW (Women’s), or Town approved equal:**

- 100% tear drop Cationic colorfast polyester with moisture management fibers.
- Double ply, fully reversible jersey – soft, cool hand, lightweight basketball mock mesh.
- Contrasting color exposed top stitching across upper chest on front and back on both colorway sides of jersey.
- Women’s fit jersey with racerback for appearance, performance and comfort.
- Self-material, main body color set-in, mitered v-neck with bar tack reinforcement - primary color shows up as contrast color on lighter secondary side.
- Open hemmed bottom for decoration.
- WNBA woven jock tab for authentic identification.
- WNBA logo woman on upper left side yoke as worn on both sides.
- Authentic WNBA logos on center, front chest on main and reverse side.

**Jersey Colors Needed:** The Town anticipates at least 6 teams. Bidder must provide with their bid a list of “in-stock” colors/teams.

**Jersey Number and Logo:** Each jersey will have a pre-printed WNBA logo printed on the upper, front chest on both sides (inside and out).

Each jersey will have a contrasting, one-color (black or white):

- 4" number screen printed on front of both sides (inside and out).
- 6" number screen printed on back of both sides (inside and out).

**Sizes:** Youth Small, Youth Medium, Youth Large, Youth X-Large, Adult Small, Adult Medium, Adult Large, Adult X-Large and Adult XX-Large.

**Estimated Quantity needed:** 25+ youth jerseys and 25+ adult jerseys.

**B. Basketball Shorts – Blank NBA Shorts – A205BY (Youth) and A205BA (Adult), or Town approved equal:**

- 100% tear drop Cationic colorfast polyester with moisture management fibers.
- Solid color, single ply body with contrast color top stitching on side seams.
- Contrast color, self-material side inserts from bottom of short to mid-short with designed curve on top.
- 1 ½” exposed elastic waistband, inside draw cord.
- Cover hemmed leg openings.
- NBA Game Short Blank – No Team Logo
- NBA woven label on waistband for authentic identification.
- NBA logoman on right leg, as worn.
- Adult inseam: 9”
- Youth inseams: S (7”), M-L (8”), L-XL (9”).

**Colors Needed:** We will use Alleson in-stock colors.

**Jersey Number and Logo:** There will be no screen printing on the shorts.

**Sizes:** Youth Small, Youth Medium, Youth Large, Youth X-Large, Adult Small, Adult Medium, Adult Large, Adult X-Large and Adult XX-Large.

**Estimated Quantity needed:** 400+ youth shorts and 100+ adult shorts.

END OF SECTION

**SEALED BID No. TC2015-53**  
**DUE DATE: 10/28/2015**



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

**SECTION IV**

**BID RESPONSE FORM**



# BID RESPONSE FORM

**Stan Joyner**  
Mayor

**Town of Collierville**  
General Services Department  
500 Poplar View Parkway  
Collierville, Tennessee 38017  
(901) 457-2250

**James H. Lewellen**  
Town Administrator

**Derek Honeycutt**  
Director of General Services

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

**BID NO.: TC2015-53**

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE **WEDNESDAY, OCTOBER 28, 2015, 2:00:00 P.M. (LOCAL TIME)** IN THE OFFICE OF THE DIRECTOR OF GENERAL SERVICES, 500 POPLAR VIEW PARKWAY, COLLIERVILLE, TENNESSEE 38017, AT WHICH TIME OR SOON THEREAFTER THE BIDS WILL BE PUBLICLY OPENED AND READ ALOUD IN THE TOWN BOARD CHAMBERS.

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

**\*\*REQUIRED TO SUBMIT BID: TOWN OF COLLIERVILLE VENDOR # \_\_\_\_\_**

ITEM	QTY	DESCRIPTION	UNIT PRICE
A. 1.	EA	<b>BASKETBALL BOYS JERSEYS</b> <b>Youth.....</b> Manufacturer _____ Catalog # _____  <b>Adult.....</b> Manufacturer _____ Catalog # _____	
A. 2.	EA	<b>BASKETBALL GIRLS JERSEYS</b> <b>Youth.....</b> Manufacturer _____ Catalog # _____  <b>Adult.....</b> Manufacturer _____ Catalog # _____	
B.	EA	<b>BASKETBALL SHORTS</b> <b>Youth.....</b> Manufacturer _____ Catalog # _____  <b>Adult.....</b> Manufacturer _____ Catalog # _____  <u>as per TC2015-53 Specifications</u>	

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

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

FIRM'S NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

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

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

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

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**SEALED BID No. TC2015-53**  
**DUE DATE: 10/28/2015**



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

**SECTION V**

**TITLE VI INFORMATION**

**TITLE VI INFORMATION**

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

**VOLUNTARY TITLE VI AND TITLE IX FORM**

Attach form to sealed bid

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

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

\_\_\_\_\_ Male                      \_\_\_\_\_ Female

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

\_\_\_\_\_ Caucasian                      \_\_\_\_\_ African-American  
 \_\_\_\_\_ Hispanic                      \_\_\_\_\_ Other (please specify)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SEALED BID No. TC2015-32**  
**DUE DATE: 09/11/2015**



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

**SECTION VI**

**VENDOR LIST**

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

Allsports Team Supply  
132 US Highway 72 E  
Collierville, TN 38017  
P: 861-2221  
F: 861-2273  
[allsportsteamsupply@hotmail.com](mailto:allsportsteamsupply@hotmail.com)

All American Sports  
3230 Summer Avenue  
Memphis, TN 38112  
P: 324-3783  
[teamsports@allamericaninc.com](mailto:teamsports@allamericaninc.com)

BSN Sports  
Chris Bloomfield  
P.O. Box 7726  
Dallas, TX 75209  
[bsnbids@bsnsports.com](mailto:bsnbids@bsnsports.com)  
(800) 527-7510  
(800) 365-7653

C, D & R Awards & Athletics  
Ronnie Thomas  
1739 University Avenue Ste 251  
Oxford, MS.38655  
901-338-8010  
662-501-2783 fax  
[cdraward@att.net](mailto:cdraward@att.net)

Dowdle Sports  
981 North Germantown Parkway  
Cordova, TN 38018  
[dowdle@dowdlesports.com](mailto:dowdle@dowdlesports.com)  
P: 751-9988  
F: 751-1688

Elevate Athletics  
8715 River Chase Drive  
Germantown, TN 38139  
[Bobby-green@comcast.net](mailto:Bobby-green@comcast.net)  
P: 729-6339

Hotwire Graphix  
Attn: Mark Regenhardt  
55 Greenbrier Trace Cove  
Piperton, TN. 38017  
901-553-5897  
901-861-8211 fax  
[hotwiregraphix@att.net](mailto:hotwiregraphix@att.net)

Memphis Athletic Supply d/b/a Signatures  
559 S. Highland St.  
Memphis, TN 38111  
[paul.edwards@signaturesx.com](mailto:paul.edwards@signaturesx.com)  
P: (901)327-5456  
F: (901)327-7821

Proforma Wolstenholm Cutom Marketing  
Attn: Rick Wolstenholm  
1940 Ivywood Cove  
Collierville, TN. 38017  
901-854-4262  
901-861-0942 fax  
[rick.wolstenholm@proforma.com](mailto:rick.wolstenholm@proforma.com)

Team Express Distribution, LLC  
5750 Northwest Parkway, Ste 100  
San Antonio, TX 78249  
[Alex.gonzales@teamexpress.com](mailto:Alex.gonzales@teamexpress.com)  
(210) 348-7000  
(210) 483-7363

Team Victory Inc.  
3833 Watman Avenue  
Memphis, TN 38118  
Email: [teamvictry@aol.com](mailto:teamvictry@aol.com)  
P: (901)795-7474  
F: (901)797-8095

Teamwear Graphics LLC  
Matt Plunkett  
3833 Watman Ave  
Memphis, TN. 38118  
(901)619-7887  
(901)797-8095 fax  
[matt@teamweargraphics.com](mailto:matt@teamweargraphics.com)

The Awards Place  
1160 West Poplar Ave.  
Collierville, TN 38017  
[toddp@theawardsplaceonline.com](mailto:toddp@theawardsplaceonline.com)  
[alice@theawardsplaceonline.com](mailto:alice@theawardsplaceonline.com)  
901-853-6687  
901-853-1564 fax

Team Truk  
Attn:  
[teamtruk@gmail.com](mailto:teamtruk@gmail.com)

**SEALED BID No. TC2015-53**  
**DUE DATE: 10/28/2015**



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

**SECTION VII**

**REFERENCE SHEET**

**TOWN OF COLLIERVILLE**

**REFERENCE SHEET FOR BID NO. TC2015-53**

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

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

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

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

**SEALED BID No. TC2015-53**  
**DUE DATE: 10/28/2015**



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

**SECTION VIII**

**CONTRACT FOR SERVICES AND/OR PRODUCTS**

**CONTRACT FOR SERVICES AND/OR PRODUCTS**

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein “**Contract**”) is made and entered into this \_\_\_ day of \_\_\_\_\_ 2015 by and between the TOWN OF COLLIERVILLE, TENNESSEE, a Tennessee municipal corporation, (herein the “**TOWN**”) and \_\_\_\_\_ [insert name of **CONTRACTOR**], a \_\_\_\_\_ [State where **CONTRACTOR** established, but only if an entity, not applicable to sole proprietorships] \_\_\_\_\_ [type of entity – e.g., corporation, LLC, partnership, sole proprietorship] (herein the “**CONTRACTOR**”).

**W I T N E S S E T H:**

WHEREAS, the TOWN desires to contract with a provider of Basketball Uniforms (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. TC2015-53 “Basketball Uniforms - Rebid” (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 \_\_\_\_\_ (\_\_\_\_\_) months, beginning on \_\_\_\_\_, 20\_\_\_\_ and ending on \_\_\_\_\_, 20\_\_\_\_. This Contract may be extended by the TOWN for two (2) additional successive twelve (12) month periods or portions thereof, up to a cumulative total of thirty six (36) months, by written notice to the **CONTRACTOR** given at least thirty (30) days before the expiration of the term then in existence.

**3.00 COMPENSATION**

3.01. Amount of Compensation. The **CONTRACTOR** agrees to provide the services, equipment and products as specified in its bid to the TOWN at the cost specified in said bid and amendments, if any, the bid and any amendments thereto being attached hereto as **Exhibit “B”** and

incorporated by reference herein and made a part hereof. The amount as specified in **Exhibit “B”** may be increased or decreased by the TOWN under Section 4.00 of this Contract (“Additional Services”), through the issuance of an Addendum. Any prices specified in this Contract or an Addendum thereto will remain in effect for the term of this Contract or any extensions thereof.

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

#### **4.00 ADDITIONAL SERVICES**

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

#### **5.00 NOTICE TO PROCEED**

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

#### **6.00 CONFLICT OF INTEREST**

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

## **7.00 COMPLIANCE WITH LAWS**

The CONTRACTOR agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the provision of the Contract Items and to comply with all instructions and orders issued by the TOWN regarding the Contract Items.

## **8.00 TERMINATION**

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

## **9.00 WARRANTY**

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

## **10.00 FORCE MAJEURE**

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

## **11.00 INSURANCE**

11.01. Comprehensive General Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the TOWN, coverage for CONTRACTOR on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than Five Hundred Thousand Dollars (\$500,000) 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: **[Insert Name of CONTRACTOR]**

\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_

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**

**[INSERT NAME OF CONTRACTOR]**

By: \_\_\_\_\_  
Stan Joyner, Mayor

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

CONTRACTOR's Mailing Address:

By: \_\_\_\_\_  
Town Clerk/Recorder

\_\_\_\_\_

CONTRACTOR's Telephone Number:

APPROVED AS TO FORM AND  
CONTENT:

(\_\_\_\_\_)\_\_\_\_\_

\_\_\_\_\_  
Director of General Services

CONTRACTOR's Facsimile Number:

(\_\_\_\_\_)\_\_\_\_\_

**EXHIBIT "A"**

**Invitation to Bid No. TC2015-53**

**EXHIBIT "B"**

**CONTRACTOR'S Bid**

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



# BID RESPONSE FORM

Stan Joyner  
Mayor

**Town of Collierville**  
General Services Department  
500 Poplar View Parkway  
Collierville, Tennessee 38017  
(901) 457-2250

James H. Lewellen  
Town Administrator

Derek Honeycutt  
Director of General Services

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

**BID NO.: TC2015-53**

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE **WEDNESDAY, OCTOBER 28, 2015, 2:00:00 P.M. (LOCAL TIME)** IN THE OFFICE OF THE DIRECTOR OF GENERAL SERVICES, 500 POPLAR VIEW PARKWAY, COLLIERVILLE, TENNESSEE 38017, AT WHICH TIME OR SOON THEREAFTER THE BIDS WILL BE PUBLICLY OPENED AND READ ALOUD IN THE TOWN BOARD CHAMBERS.

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

**\*\*REQUIRED TO SUBMIT BID: TOWN OF COLLIERVILLE VENDOR #** 00004434

ITEM	QTY	DESCRIPTION	UNIT PRICE
A. 1.	EA	<b>BASKETBALL BOYS JERSEYS</b>	
		<b>Youth</b> ..... Manufacturer <u>Alleson</u> Catalog # <u>A105BY</u>	\$15.75 Per Unit
A. 2.	EA	<b>Adult</b> ..... Manufacturer <u>Alleson</u> Catalog # <u>A105BA</u>	\$16.75 Per Unit
		<b>BASKETBALL GIRLS JERSEYS</b>	
A. 2.	EA	<b>Youth</b> ..... Manufacturer <u>Alleson</u> Catalog # <u>A105BG</u>	\$15.75 Per Unit
		<b>Adult</b> ..... Manufacturer <u>Alleson</u> Catalog # <u>A105BW</u>	\$16.75 Per Unit
B.	EA	<b>BASKETBALL SHORTS</b>	
		<b>Youth</b> ..... Manufacturer <u>Alleson</u> Catalog # <u>A205BY</u>	\$8.25 Per Unit
B.	EA	<b>Adult</b> ..... Manufacturer <u>Alleson</u> Catalog # <u>A205BW</u>	\$9.25 Per Unit
		<i>as per TC2015-53 Specifications</i>	

DELIVERY PROMISED: Withing 21 Days of Bid Accepted F.O.B. COLLIERVILLE

TERMS: 30 days 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: TeamTruk ADDRESS: 8761 Dewberry

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: Cordova STATE: TN ZIP: 38016

TELEPHONE: 9014822140 FAX: \_\_\_\_\_ EMAIL: teamtruk@gmail.com

NAME: Rachelle Love TITLE: Owner

AUTHORIZED SIGNATURE: Rachelle Love DATE: 10/26/15