

CONTRACT FOR SERVICES AND/OR PRODUCTS

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein "**Contract**") is made and entered into this 1st day of June 2014 by and between the TOWN OF COLLIERVILLE, TENNESSEE, a Tennessee municipal corporation, (herein the "**TOWN**") and VITAL RECORDS CONTROL, INC., a Tennessee corporation (herein the "**CONTRACTOR**").

WITNESSETH:

WHEREAS, the TOWN desires to contract for the provision and installation of records storage (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 by the TOWN under Quote No. 1466, Records Storage (herein the "**Quote**") and any amendments thereto. The Quote 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 June 1, 2014 and ending on May 31, 2015. This Contract may be extended by the TOWN for four (4) additional successive twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months, by written notice to the CONTRACTOR given at least thirty (30) days before the expiration of the term then in existence.

3.00 COMPENSATION

3.01. Amount of Compensation. The CONTRACTOR agrees to provide the services, equipment and products as reflected in the Quote Response Form and any attachment thereto (collectively, herein the "**Quote Response**") at the cost specified in the Quote Response. The Quote Response is 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 hereto will remain in effect for the term of this Contract or any extensions of the term of this Contract.

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 Quote 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

The TOWN may terminate this Contract at any time, with or without cause. 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 Quote. 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 Quote. 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 for 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) 457-2258

(ii) To: Vital Records Control, Inc.
5400 Meltech, Ste. 101
Memphis, TN 38118
Facsimile: (901) 366-0440

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]

Addendum to Contract

29.00 LIABILITY - (a) Vital Records shall be liable for loss or damage to items stored, serviced, shredded or maintained under this agreement only when such loss or damage is due solely to the negligence of Vital Records in which event the liability of Vital Records shall be subject to the following limitations:

In the event the damaged items consist of media excluding paper records, Vital Records liability is expressly limited to replacement of the media which is damaged or destroyed without any consideration or value whatsoever given to any data or information which may be stored on said media.

In the event the damaged items consist of boxes of paper records, Vital Records shall have no liability for claims, loss or damage, alleged or incurred as a result of or attributable to the data or information which may be contained in such paper records.

In no event shall Vital Records be liable for costs or damages relating from: (a) lost business; (b) inability to collect accounts receivable, (c) retrieving, locating or recreating data; or for any special, consequential or punitive damages; or any other costs of any nature whatsoever resulting from the loss, destruction or misdirection of any item stored under this Agreement.

In no event shall Vital Records be liable for loss, damage or destruction resulting from natural deterioration of the items stored under this Agreement, whether from the maintenance performed by Vital Records or otherwise, or from acts of God, strikes, labor disputes, acts of government, riots, or other causes beyond the control of Vital Records;

In no event shall Vital Records be liable for loss or damage resulting from or associated with incorrect inventorying, deterioration, or mutilation of items not inventoried or packaged for storage by Vital Records;

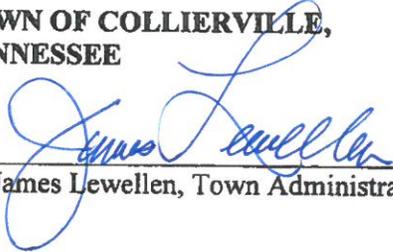
Any claims against Vital Records must be in writing and must be received by Vital Records within fourteen (14) days after withdrawal of affected items; otherwise, Vital Records shall not be liable whatsoever with respect to such property.

Customer acknowledges that Vital Records presently has in effect and shall maintain casualty and extended coverage insurance covering loss or damage to ~~Baptist's~~ ^{Customer's} property incurred as a result of the negligence of Vital Records in an aggregate amount of at least \$250,000.00 per casualty. Customer acknowledges and agrees, by execution of this agreement that the liability of Vital Records for claims, loss or damage incurred by Customer as a result of a casualty involving damage to ~~Baptist's~~ ^{Customer's} property shall in no event exceed and is expressly limited to the available insurance proceeds, irrespective of the number of Customer's claiming entitlement to such Insurance proceeds or the adequacy or availability of such insurance proceeds and ~~Baptist~~ ^{Customer} shall look solely to the insurance proceeds to recover such losses, howsoever caused.

[Signatures to follow on the next page.]

WITNESS THE DUE EXECUTION HEREOF.

**TOWN OF COLLIERVILLE,
TENNESSEE**

By: 
James Lewellen, Town Administrator

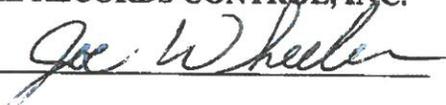
ATTEST:

By: _____
Town Clerk/Recorder

APPROVED AS TO FORM AND
CONTENT:


Director of General Services

VITAL RECORDS CONTROL, INC.

By: 

Its: VP

CONTRACTOR's Mailing Address:
5400 Meltech, Ste. 101
Memphis, TN 38118

CONTRACTOR's Telephone Number:
(901) 363-6555

CONTRACTOR's Facsimile Number:
(901) 366-0440

EXHIBIT "A"

Quote No. 1466



TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
MEMORANDUM



TO: QUALIFIED VENDORS
FROM: LORI BRYANT, BUYER
SUBJECT: QUOTE # 1466
DATE: APRIL 7, 2014
CC: FILE

NOTICE TO VENDORS

The Town of Collierville General Services Department is requesting quotes on the following items:

QUOTE # 1466 "RECORDS STORAGE"

All quotes must be received April 14, 2014, until 5:00 p.m. Quotes may be submitted by mail, email, courier or fax (901) 457-2258.

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

The Town is not responsible for delays occasioned by the U.S. Postal Service or any other means of delivery employed by the Vendor. Similarly, the Town is not responsible for, and will not accept, any quote responses that are received later than the date and time stated above.

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

Any matter of this quote that requires explanation or interpretation must be inquired into by the Contractor/Vendor in writing at least 48 hours (excluding weekends and holidays) prior to the time set for the Quote Receipt. Fax all questions to Lori Bryant in the General Services Department 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.

Wherever requested throughout this document, a company representative who is authorized to bind the Contractor/Vendor will sign on behalf of the company to indicate to the Town that you have read, understand and will comply with the instructions and all Terms and Conditions attached hereto.

Respectfully,
Mandy Bajusz
Purchasing Agent

Town of Collierville, Tennessee
INVITATION TO QUOTE
This is not an Order

DATE: 4/7/2014

QUOTE No.: 1466 – RECORDS STORAGE

RETURN QUOTE BY FAX, MAIL OR COURIER TO:

LORI BRYANT **Buyer**
Town of Collierville General Services Department
500 Poplar View Parkway, Collierville, TN 38017
(901) 457-2253, Fax (901) 457-2258

REPLY NO LATER THAN: Monday, April 14, 2014 by 5:00 p.m.

SPECIAL TERMS AND CONDITIONS: LIQUIDATED DAMAGES & WARRANTY, SEE BELOW

SCOPE

The Town of Collierville (“Town”) seeks to establish a term contract with a provider of records storage services in the Memphis, TN area. Services shall include, but not be limited to, storing, storage management, and approved destruction of inactive records for the Town. The contract will be used principally for the Finance Department, the Municipal Court, and the Police Department, however should another department require records storage services, any Town department may utilize this contract.

The majority of the records are enclosed in standard letter/legal file boxes (10¼” x 12” x 24” [1.71 cubic feet]). The Town currently stores approximately 631 boxes of records. Annual addition to the records in storage is anticipated to be approximately 50 boxes (90 cubic feet) a year, taking into account the annual destruction of obsolete records.

Pickup and delivery of records is currently from one of these Town locations:

- 1) Collierville Town Hall
500 Poplar View Parkway
Collierville, TN 38017

- 2) Collierville Municipal Court
101 Walnut St.
Collierville, TN 38017

- 3) Collierville Police Department
156 N. Rowlett St.
Collierville, TN 38017

- 4) Additional locations within the Town may be specified as needed.

GENERAL REQUIREMENTS

1. Vendor shall have proven experience as a Records Storage facility. Three (3) records storage customer references shall be provided with the bid. The references shall be from current customers of two or more years' duration. Vendor shall provide a contact name and phone number.
2. Vendor shall provide regular pick-up/delivery services as follows:
 - a. Requests for pickup/delivery of boxes/files placed in the morning (before 10:00 a.m.) Monday through Friday will be filled the afternoon (by 5:00 p.m.) of the same business day.
 - b. Requests for pickup/delivery of boxes/files places in the afternoon (by 3:00 p.m.) Monday through Friday will be filled the morning (before 12:00 p.m.) of the following business day.
 - c. Delivery pricing shall include any fuel fee or surcharge.
3. Priority delivery services shall be defined as follows:
 - a. Requests for pickup/delivery of boxes/files placed after 10:00 a.m. Monday through Friday, requiring same day service.
 - b. Delivery pricing shall include any fuel fee or surcharge.
4. Emergency delivery services shall be defined as follows:
 - a. Requests requiring a two (2) hour or less delivery response.
 - b. Requests for deliveries made other than Monday through Friday, 8:00 a.m. to 5:00 p.m.
 - c. Delivery pricing shall include any fuel fee or surcharge.
5. Vendor shall provide 24-hour withdrawal access to Town records.
Comply: _____ Exception: _____
6. Vendor shall combine delivery and pickup of boxes into one trip when requested, and shall meet the delivery requirements listed above.
Comply: _____ Exception: _____
7. Vendor shall have a local (Memphis area) phone number for requesting records storage services and support. Vendor shall retain Town boxes at a local (Memphis area) records storage facility.

Provide the exact address of the storage facility.

Address: _____

8. Vendor shall provide transfer of records from the existing storage facility to the new facility.

STORAGE FACILITY

9. **Construction:** The records storage facility shall be solidly constructed, with secure loading and unloading areas.
 - a. Floors shall be at or above ground level to assure dry storage.
 - b. Walls surrounding the record storage area shall be four-hour fire resistant.
 - c. Roof shall be of non-combustible construction and leak proof.
 Comply: _____ Exception: _____

10. **Pest Control:** The vendor shall provide semi-annual treatment and/or inspection for rodent and insect protection.

Comply: _____ Exception: _____

11. **Security:** Vendor shall provide 24-hour security, including intrusion protection and fire detections systems in place monitored from outside the facility.

Comply: _____ Exception: _____

Note: Prior to the final award of this quote, the Town may arrange a site visit to check the facility where the Town's records will be stored. The Town reserves the right to make intermittent, unannounced inspections of records storage facilities throughout the duration of this contract.

12. **Storing:** Boxes shall be stacked no more than three (3) high on a shelf to prevent crushing. Boxes will be placed on shelving at least 4 inches off the floor for moisture protection.

Comply: _____ Exception: _____

STORAGE MANAGMENT

13. **Records Inventory:** Records shall be inventoried, indexed and shelved in such a manner that will facilitate timely access requirements detailed throughout these specifications. Inventory management shall include bar-code or similar system for inventory tracking.

Comply: _____ Exception: _____

14. **Access Control:** The vendor shall provide measures to meet any confidentiality requirements on the records placed in storage by the Town, and shall have procedures for access authorization and controlled access to Town records. Vendor shall also provide documented procedures for notifying the Town immediately in case of disaster damage or destruction of Town records.

Comply: _____ Exception: _____

15. **Disaster Plan:** Vendor shall have a written disaster plan and recovery procedures for the care and protection of records in the event of natural disasters (tornado, flood, fire, etc...), and general emergency preparedness including movement of records if required.

Comply: _____ Exception: _____

16. **Accountability:** Vendor must be able to account for all boxes placed in storage in the annual inventory, during scheduled destruction, and upon request by the Town. Vendor shall provide initial and updated inventory listings, written customer procedures and customer training at least once a year.

Comply: _____ Exception: _____

17. Vendor shall provide a detailed list of all transactions with each monthly invoice. Vendor shall provide copies of all work orders referenced on each invoice.

Comply: _____ Exception: _____

DESTRUCTION

18. Vendor shall provide a written procedure for completing records destruction. *Only destruction by recycling;* or when shredding is requested by the Town, subsequent recycling of shredded

material *shall be accepted*. A certificate of destruction shall be provided for all boxes destroyed. Authorized Town personnel shall be allowed to monitor destruction of Town records on both an announced and an unannounced basis.

Comply: _____ Exception: _____

19. The Town routinely authorizes the destruction of obsolete records in storage, currently once a year. This is accomplished by the Town providing the vendor with a specific list of eligible and approved boxes to be destroyed and the eligible date of destruction. From time to time, the Town also will request pickup of obsolete records to be destroyed. In addition, the Town occasionally has need for shredding services to destroy records on mixed media such as microfilm, CD's, floppy disks, computer diskettes, videotape, audiotape and other magnetic tape. The Town's records shall be destroyed by the vendor only upon receipt of a written destruction authorization signed by the Town's Finance Director or his/her designee.

Comply: _____ Exception: _____

QUANTITY

20. All stated quantities are expressly agreed to be "estimated annual usage" only, and nothing herein shall bind the Town to pay for a specified number of boxes or a minimum use charge. The Town will only pay for the actual number of boxes in storage and services used. It is also further understood that the Town shall not be obligated to purchase or pay for any covered item or service unless requested and accepted by the Town.

Acknowledged: Yes: _____ No: _____

CONTRACT TERM

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

FIRM PRICING

22. Prices bid shall remain firm for the entire contract period, including renewal periods. The Town reserves the right to negotiate reductions in the price due to changes in market conditions at any time during any contract period.

Comply: _____ Exception: _____

**TOWN OF COLLIERVILLE, GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TN 38017
PHONE: (901) 457-2250**

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

1.0 PREPARATION OF QUOTES:

- 1.1 **To assist in obtaining good competition on Invitations to Quote, each firm who has received an invitation, but does not wish to quote, is asked to complete and return the attached NO QUOTE REPLY FORM which is part of this section (Refer to page 6 of 6). This information will not preclude receipt of future invitations unless either request removal from the Vendors List or do not return either this form, or a bonafide quote.**

Repeated failure to comply 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 space on the form. Failure to do so may disqualify the quote.
- 1.3 All information shall be entered in ink or typewritten. Mistakes may be crossed out and correction inserted before submission of your quote. The person signing the quote shall initial correction in ink.
- 1.4 Correction and/or modifications received after the closing date specified will not be accepted.
- 1.5 Time of delivery shall be stated as the number of calendar days following receipt of the order by the successful vendor to receipt of the goods or services by the Town.
- 1.6 Time of delivery may be a consideration in the award.
- 1.7 Prices will be considered as net if no cash discount is shown.
- 1.8 An authorized officer, employee or agent of the vendor shall sign all quotes.
- 1.9 Quotes must be submitted by the date specified to be considered. No late quotes will be accepted.
- 1.10 Submit quotes (1) via mail, (2) vendor/courier delivery or (3) facsimile machine (901) 457-2258.

2.0 CRITERIA OF AWARD:

- 2.1 The Town reserves the rights: (1) to award quotes received on the basis of individual items, or groups of items or on the entire list of items, (2) to reject any or all quotes, accept quotes in part or whole, (3) waive defects, informalities or minor irregularities in quotes or quote process and (4) to accept the quote that is deemed, to be in the best interest of the Town. The Town of Collierville Mayor and Board of Alderman decision shall be final.
- 2.2 Award will be made on the following basis:
- 2.2.1 Best/Low Quote meeting specifications.
 - 2.2.2 Previous Vendor Performance History.
 - 2.2.3 Delivery Time Quoted.
- 2.3 Town of Collierville reserves the right to purchase any or all items in this quote off the current State of Tennessee Statewide Contract, if it is considered by the Purchasing Agent to be in the best interest of the Town.

3.0 SPECIFICATIONS:

- 3.1 These specifications are not intentionally written around any one manufacturer and are for the purpose of indicating general size, type, and description of the equipment needed.
- 3.2 Any responsible vendor who considers these specifications to be of a non-competitive nature should immediately contact the General Services Department, (901) 457-2250.
- 3.3 The Director of General Services hereby reserves the right to approve as an equal, or to reject as not being equal, any item the vendor proposed to furnish which contains minor variations from specification requirements but may comply substantially therewith. Items exceeding specifications will be considered as meeting specifications.
- 3.4 The vendor 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.
- 3.5 Changes to the quote specifications are not valid unless authorized in writing by the Town of Collierville General Services Department.

4.0 PRICING, TERMS & DELIVERY:

- 4.1 Prompt payment discount shall be considered as a cost factor in the evaluation of quotes.
- 4.2 The Town of Collierville reserves the right to accept any prompt payment discount offered by the successful vendor, however, time will be computed from date of receipt of correct invoice or receipt of acceptance of shipment, whichever is later.
- 4.3 All deliveries shall be F.O.B. Collierville, Tennessee location in place/inside – no additional charges shall be allowed above the amount shown in the net prices.
- 4.4 All prices shall be valid for a minimum of sixty (60) days from the quote opening date unless otherwise indicated in the quote request.
- 4.5 If there is a discrepancy between unit price and its extension, unit price shall prevail.

5.0 LIABILITIES:

- 5.1 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 quote, and agrees to defend, at his own expense, any and all action brought against the Town because of the unauthorized use of such articles.

6.0 GRATUITIES:

- 6.1 Town of Collierville may, by written notice to the Vendor, cancel any contract and/or purchase order resulting from the quote 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 Vendor, or any agent or representative of the Vendor, to any officials or employee of the Town with a view toward securing a contract or securing favorable treatment with respect to the awarding amending, 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 Vendor in providing such gratuities.

7.0 CONFLICT OF INTEREST:

- 7.1 No part of the total contract and/or purchase order amount resulting from this quote 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 contractor in connection with any work contemplated or performed relative to this contract. Furthermore, quotes submitted by the above referenced individual (s) will not be accepted.

8.0 SAMPLES:

8.1 Samples of articles, when required, shall be furnished free of cost to the Town.

8.2 Samples of articles selected may be retained for future comparison.

8.3 Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at the vendor's expense.

9.0 TAXES:

9.1 The contractor/vendor shall not include any sales, use or federal excise tax to be collected from the Town since the Town is tax exempt.

9.2 Exemption certificates will be furnished upon request.

10.0 BRAND NAMES:

10.1 Brand names and number, when used, are for reference to indicate the character or quality desired.

10.2 Equal items will be considered, provided your offer clearly described the article. Offers for equal items shall state the brand and number or level of quality. The determination of the Purchasing Agent as to what items are equal shall be final and conclusive.

10.3 When brand, number, or level of quality is not stated by the vendor, it is understood the offer is exactly as specified.

10.4 Any items other than those brands specified in the quote specifications must be equivalent as to function, basic design, type and quality of materials, method of construction, and any required dimensions.

11.0 DEFAULT BY VENDOR:

11.1 In case of default by the vendor, 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 Purchasing Agent.

12.0 INSURANCE:

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

13.0 VALID PRICES:

13.1 Unless otherwise required in Section III Detailed Requirements/Specifications, all prices quoted will be firm for sixty (60) days.

14.0 THIRD PARTY ASSIGNMENT:

14.1 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.

15.0 AWARD OF QUOTE:

15.1 The award of this quote to the successful vendor shall be governed by the laws of the State of Tennessee.

16.0 DELIVERY EXCEPTION:

- 16.1 The suppliers shall not be responsible for failure to forward materials or render services due to strike, flood, or fire.
- 16.2 Should deliveries not be made on time as outlined on our quotation sheet and defined by you, then the Town has the authority to cancel any / and all orders issued under this quote.

17.0 LIEU, CLAIMS OR ENCUMBRANCE:

- 17.1 The suppliers, by quoting their requirements and if they become the successful vendor, agree that all goods and materials are free of any lieu, claim or encumbrance.

18.0 DOCUMENTS INCLUDED IN CONTRACTS:

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

19.0 INSPECTION:

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

20.0 MATERIAL SAFETY DATA SHEETS:

- 20.1 As a condition to quote award, if item(s) contained in this quote require Material Safety Data Sheets, the successful vendor shall provide data sheets with delivery of product(s).

21.0 PURCHASES FROM STATE OF TENNESSEE CONTRACTS:

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

22.0 DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION:

- 22.1 Vendors 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 quote 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).

23.0 PROTEST:

- 23.1 Any protest concerning the award of this quote shall be decided by the Director of General Services. Protest shall be made in writing to the Office of General Services and shall be filed within 10 days of issuance of award notification. A protest is considered filed when received by the Office of General Services. 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 General Services will respond to the written protest within seven days. The Director of General Services's decision relative to the protest shall be final.

24.0 QUESTIONS AND INQUIRES:

- 24.1 Any questions concerning this invitation to quote should be addressed to Derek Honeycutt, Director of General Services, telephone number (901) 457-2250, FAX number (901) 457-2258, Monday through Friday, 8:30 A.M. to 4:30 P.M.
- 24.2 Quotes are open for inspection and copies available in the Office of General Services, 500 Poplar View Parkway, Collierville, Tennessee.

25.0 BILLING AND PAYMENT:

25.1 Payment will be made by the Town upon receipt of invoice, ownership documents, and acceptance of commodity by the Town of Collierville.

25.2 The vendor shall submit an invoice to:

Finance Director
Town of Collierville
500 Poplar View Parkway
Collierville, TN 38017

26.0 COLLUSION:

26.1 Vendors, by submitting a signed quote or proposal, certify that the accompanying quote 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.

27.0 AVAILABILITY OF APPROPRIATED FUNDS:

27.1 The vendor 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.

28.0 QUOTE WITHDRAWAL:

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

28.2 After the scheduled time for opening of quotes, no vendor will be permitted to withdraw his/her quote, and each vendor hereby agrees that his/her quote shall remain firm until accepted or rejected. A quote made and opened may be withdrawn with the written permission of the Town General Services Department office if, in the Town's opinion, the quote is inconsistent with the best interest of the Town.

29.0 TIE QUOTE

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

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

STATEMENT OF NO QUOTE

We ask that you place an “X” on the appropriate blank that corresponds with your company’s “No Quote” 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 Request for Quotation. (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 of service.
- 9. _____ Remove us from your vendors list for this particular commodity or service.
- 10. _____ Please keep our name on your vendors list for future reference.
- 11. _____ Other (specify below)

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

COMPANY NAME: _____

DATE: _____ **TIME:** _____

NAME: _____ **TITLE:** _____

SIGNATURE: _____



QUOTE RESPONSE FORM

Stan Joyner
Mayor

Town of Collierville
General Services Department
500 Poplar View Parkway
Collierville, Tennessee 38017
(901) 457-2253, Fax (901) 457-2258

James H. Lewellen
Town Administrator

Derek Honeycutt
Director of General Services

POSITIVELY NO QUOTE CONSIDERED UNLESS SUBMITTED ON THIS FORM

QUOTE #1466

QUOTES WILL BE RECEIVED UNTIL **MONDAY, APRIL 14, 2014** IN THE OFFICE OF THE DIRECTOR OF GENERAL SERVICES, 500 POPLAR VIEW PARKWAY, COLLIERVILLE, TENNESSEE 38017.

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

ITEM	EST. ANN. QUANTITY	U.O.M	DESCRIPTION	UNIT PRICE	AMOUNT	
					DOLLARS	CENTS
1	12	Month	2,025 cu. ft. storage space			
2	300	Cu. Ft.	Storage above 2,025 cu. ft.			
3	17	Each	Regular pick-up and delivery			
4	1	Each	Priority delivery			
5	1	Each	Emergency delivery			
6	392	Box	Access fee			
7	312	Box	Induction (new storage)			
8	45	Box	Destruction/permanent removal			
9	1	Box	Repacking			
10	300	Each	1.3 cu. ft. flat box			
11	1	Each	2.7 cu. ft. flat box			
12	1	Lump Sum	Transfer – all records currently in storage to new facility (one time charge)			
LUMP SUM TOTAL						

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 ____%.

FIRM'S NAME: _____ ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

NAME: _____ TITLE: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

EXHIBIT "B"

Quote Response



QUOTE RESPONSE FORM

Stan Joyner
Mayor

Town of Collierville
General Services Department
500 Poplar View Parkway
Collierville, Tennessee 38017
(901) 457-2253, Fax (901) 457-2258

James H. Lewellen
Town Administrator

Derek Honeycutt
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ITEM	EST. ANN. QUANTITY	U.O.M	DESCRIPTION	UNIT PRICE	AMOUNT	
					DOLLARS	CENTS
1	12	Month	2,025 cu. ft. storage space	.22	5,346.	00
2	300	Cu. Ft.	Storage above 2,025 cu. ft.	.22	792.	00
3	17	Each	Regular pick-up and delivery	15.00	255.	00
4	1	Each	Priority delivery	25.00	25.	00
5	1	Each	Emergency delivery	50.00	50.	00
6	392	Box	Access fee	2.50	980.	00
7	312	Box	Induction (new storage)	2.00	624.	00
8	45	Box	Destruction/permanent removal	2.50	112.	50
9	1	Box	Repacking	2.50	2.	50
10	300	Each	1.3 cu. ft. flat box	1.85	555.	00
11	1	Each	2.7 cu. ft. flat box	3.85	3.	85
12	1	Lump Sum	Transfer - all records currently in storage to new facility (one time charge)	Current Provider N/A		0.00
LUMP SUM TOTAL						8,745.85

DELIVERY PROMISED: As Requested F.O.B. COLLIERVILLE

TERMS: Net 30
Discounts will be allowed for prompt payment as follows: 10 calendar days, ___%; 15 calendar days ___%; 20 calendar days ___%; 30 calendar days ___%.

FIRM'S NAME: Vital Records Control ADDRESS: 5400 Meltech, Suite 101

CITY: Memphis STATE: TN ZIP: 38118

TELEPHONE: (901)363-6555 FAX: (901)366-0440 EMAIL: jwheeler@VRCDFTN.COM

NAME: Joe Wheeler TITLE: Vice President

AUTHORIZED SIGNATURE: Joe Wheeler DATE: 4/11/2014

EXHIBIT A

Attached and made a part of lease agreement dated _____ between Town of Collierville and Vital Records Control, Inc. ("VRC")

STANDARD MONTHLY FEE: \$445.50

This standard monthly fee includes:

- Secured Standard Storage of two thousand twenty-five cubic feet.
- Monthly Destruction Reports
- Forms and Bar-code labels
- VRC will provide Town of Collierville one administrator user for the VitalWeb System to be used for viewing, printing, research, ordering, etc. subject to the terms of the VitalWeb user/software license agreement.

The below listed items are only in effect if the above listed storage and/or services included in the Standard Monthly Fee are exceeded. Additionally, any items listed below, but not included in the standard monthly fee, will be billed according to usage on a monthly basis.

- 1.) Storage above two thousand twenty-five cubic feet will be twenty-two cents per cubic foot per month.
- 2.) For any regular pick-up and delivery, the charge will be fifteen dollars per delivery. A regular delivery is defined as follows:
 - (a) Requests received by VRC before 10:00 a.m. Monday through Friday will be delivered locally by VRC before 4:00 p.m. of the same day.
 - (b) Requests received by VRC before 3:00 p.m. Monday through Friday will be delivered locally by VRC before 12:00 p.m. the following business day.

NOTE: Requests for delivery or pick-up that exceed 20 boxes may require additional time for servicing. Said additional time will be reasonable and mutually agreed upon by Town of Collierville and VRC.

- 3.) Accesses will be two dollars fifty cents per box in or out.
- 4.) Additional/priority deliveries will be twenty-five dollars instead of the normal fifteen dollars. An additional delivery is defined as follows.
 - a. Request called in after 10:00 a.m. Monday-Friday, requiring same day service
 - b. Special deliveries other than by set terms
- 5.) Emergency deliveries will be fifty dollars instead of the regular delivery price of fifteen dollars. An emergency delivery is defined as follows.
 - (a) Requests requiring a two (2) hour or less delivery response.
 - (b) Requests for deliveries to be made other than Monday through Friday 8:00 a.m. to 5:00 p.m.
 - (c) Special deliveries other than by set terms.
- 6.) Induction (new storage) will be two dollars per box (Please see Exhibit 'B' for initial move-in).
- 7.) Destruction/Permanent Removal will be two dollars fifty cents per box.

- 8.) For each VitalWeb administrator above one per month, the charge will be four dollars and ninety-five cents per month. There will be no cost for VitalWeb users up to 99.
- 9.) Repacking of boxes will be two dollars fifty cents per box. This fee does not include the cost of the flat box.
- 10.) Purchase of a 1.3 cubic foot flat box is one dollar and eighty-five per box. Purchase of a 2.7 cubic foot flat box is three dollars and eighty-five cents per box.

Town of Collierville

Date

Vital Records Control, Inc.

Date

References

- 1. City of Germantown**
Contact: Stephanie S. Logan
Phone: (901) 751-7607
- 2. FedEx**
Contact: Donna Davis
Phone: (901) 434-2511
- 3. First Tennessee Bank**
Contact: Mike Harris
Phone: (901) 830-0287