

CONTRACT FOR SERVICES AND/OR PRODUCTS

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein “**Contract**”) is made and entered into this 22nd day of February 2016 by and between the TOWN OF COLLIERVILLE, TENNESSEE, a Tennessee municipal corporation, (herein the “**TOWN**”) and GENUINE PARTS COMPANY d/b/a NAPA, a Georgia corporation (herein the “**CONTRACTOR**”).

WITNESSETH:

WHEREAS, the TOWN desires to contract with a provider of automotive parts (herein the “**Contract Items**”), and

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

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

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

1.00 SCOPE OF CONTRACT

The CONTRACTOR is to furnish the services and/or products as specified in the Invitation to Bid issued by the TOWN under No. TC 2015-56, Automotive Parts (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 February 22, 2016 and ending on February 21, 2017. This Contract may be extended by the TOWN for three (3) additional successive twelve (12) month periods or portions thereof, up to a cumulative total of forty-eight (48) months, by written notice to the CONTRACTOR given at least thirty (30) days before the expiration of the term then in existence.

3.00 COMPENSATION

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

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

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

4.00 ADDITIONAL SERVICES

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

5.00 NOTICE TO PROCEED

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

6.00 CONFLICT OF INTEREST

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

7.00 COMPLIANCE WITH LAWS

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

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

8.00 TERMINATION

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

9.00 WARRANTY

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

10.00 FORCE MAJEURE

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

11.00 INSURANCE

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

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

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

11.04. [Omitted].

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

12.00 CLAIMS, LIABILITY AND INDEMNITY

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

13.00 ATTORNEY'S FEES

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

14.00 EQUAL EMPLOYMENT OPPORTUNITY

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

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

15.00 TRANSFER, ASSIGNMENT OR SUBLETTING

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

16.00 SAFETY MEASURES

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

17.00 FAMILIARITY WITH THE CONTRACT ITEMS

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

18.00 ENTIRE AGREEMENT

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

19.00 PERMITS, LICENSES AND CERTIFICATES

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

20.00 FIRE, THEFT, LOSS

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

21.00 CONTRACTING AUTHORITY

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

22.00 GOVERNING LAW

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

23.00 OPPORTUNITY FOR REVIEW

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

24.00 SECTION HEADINGS

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

25.00 NOTICES

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

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

- (ii) To: Genuine Parts Company d/b/a NAPA
7415 Highway 64

Memphis, TN 38133
Facsimile: (901) 380-6970

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

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

26.00 SEVERABILITY

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

27.00 NO CONSENT TO BREACH

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

28.00 OTHER INSTRUMENTS

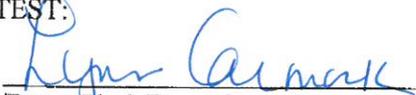
The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

[Signatures to follow on next page]

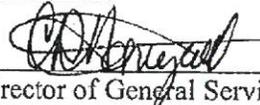
WITNESS THE DUE EXECUTION HEREOF.

TOWN OF COLLIERVILLE,
TENNESSEE

By: 
Stan Joyner, Mayor

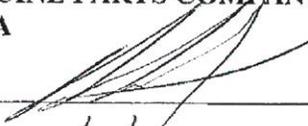
ATTEST:
By: 
Town Clerk/Recorder

APPROVED AS TO FORM AND
CONTENT:


Director of General Services

February 8, 2016

GENUINE PARTS COMPANY D/B/A
NAPA

By: 

Its: 2/22/16

CONTRACTOR's Mailing Address:
7415 Highway 64
Memphis, TN 38133

CONTRACTOR's Telephone Number:
(901) 380-6917

CONTRACTOR's Facsimile Number:
(901) 380-6970

*MS
2/5/16*

EXHIBIT "A"

Invitation to Bid No. TC 2015-56

TOWN OF COLLIERVILLE

GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

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



INVITATION TO BID

BID DESCRIPTION: AUTOMOTIVE PARTS

BID NUMBER: TC2015-56

DUE DATE: No Later Than

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

THURSDAY
(Day)

JANUARY 21, 2016
(Date)

SEALED BID No. TC2015-56
DUE DATE: 01-21-2016

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TOWN OF COLLIERVILLE BID ENVELOPE	ATTACHMENT

SEALED BID No. TC2015-56
DUE DATE: 01-21-2016



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

SECTION I

LEGAL NOTICE TO BIDDER(S)

LEGAL NOTICE TO BIDDERS

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

BID # TC2015-56 “AUTOMOTIVE PARTS”

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://collierville.com/departments/general-services/bids-and-rfps> for further solicitation information and to obtain the project’s official bid/RFP distribution form by clicking on the bid/RFP/RFSOQ number. The completed distribution form should be returned by facsimile request at 901-457-2258; or by email to tocpurchasing@ci.collierville.tn.us.

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

**The Vendor Number may be obtained by accessing the Town’s vendor registration site and registering as a Town of Collierville vendor at <http://tocpurchasing.collierville.com/bso>. If you are a registered vendor of the Town of Collierville, but have forgotten or misplaced your vendor number, please visit <http://tocpurchasing.collierville.com/bso> and click on the “Registered Vendor Search” link. If you have any questions regarding the Vendor Number, please call the Purchasing Division at (901) 457-2253.*

Deadline for sealed bids, submitted to the Purchasing Division, 500 Poplar View Parkway, Collierville, TN 38017, is Thursday, **January 21, 2016 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: **TC2015-56 – “AUTOMOTIVE PARTS”**

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. TC2015-56
DUE DATE: 01-21-2016



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

SECTION II

GENERAL TERMS, CONDITIONS & INSTRUCTIONS

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

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

1.0 PREPARATION OF BIDS:

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

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

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

2.0 BID SUBMITTAL INFORMATION:

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

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

3.0 CRITERIA OF AWARD:

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

4.0 SPECIFICATIONS:

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

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

5.0 PRICING AND PAYMENT TERMS:

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

6.0 DELIVERY:

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

7.0 LIABILITIES:

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

8.0 GRATUITIES:

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

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

9.0 SAMPLES:

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

10.0 CONFLICT OF INTEREST:

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

11.0 TAXES:

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

12.0 BRAND NAMES:

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

13.0 DEFAULT BY BIDDER:

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

14.0 BID BONDS AND INSURANCE:

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

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

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

15.0 THIRD PARTY ASSIGNMENT:

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

16.0 LIEU, CLAIMS OR ENCUMBRANCE:

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

17.0 DOCUMENTS INCLUDED IN CONTRACTS:

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

18.0 INSPECTION:

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

19.0 PURCHASES FROM STATE OF TENNESSEE CONTRACTS:

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

20.0 DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION:

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

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

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

21.0 TITLE VI INFORMATION:

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

22.0 COLLUSION:

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

23.0 BID PROTEST:

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

24.0 AVAILABILITY OF APPROPRIATED FUNDS:

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

25.0 BID WITHDRAWAL:

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

26.0 TIE BID:

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

27.0 QUESTIONS AND INQUIRES:

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

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

STATEMENT OF NO BID

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

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

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

COMPANY NAME: _____

DATE: _____ **TIME:** _____

NAME: _____ **TITLE:** _____

SIGNATURE: _____

SEALED BID No. TC2015-56
DUE DATE: 01-21-2016



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

SECTION III

DETAILED REQUIREMENTS / SPECIFICATIONS

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

1. SCOPE

The Town of Collierville seeks to contract with a firm to provide automotive replacement parts & compounds.

2. TERM OF CONTRACT

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

The Town reserves the right to award contracts to more than one vendor.

3. PRICING

- 3.1. Provide the pricing using a **fixed percentage (%) discount** from manufacturer's catalogs, price lists or price schedules for each product category your company can provide in Sections 8.5 and 8.6 below.
- 3.2. Catalogs, price lists, or price schedules shall be submitted **on CD or flash drive** with your bid, and will be evaluated and may be accepted in whole, or acceptance may be limited to specific items or groups of items or to a specified dollar amount.
- 3.3. The successful bidder will be required to provide a web site with login ID and password that shows the Town's pricing. Alternatively, the successful bidder may furnish the catalogs, price lists, and price schedules upon which the bid is based to the using departments.
- 3.4. Award will be based upon the Town's actual past purchase history, including prices for the top 20% (by dollar volume) of items purchased within the last year.

4. DELIVERY TIME (HOURS)

All items must be delivered within four (4) hours after receipt of an authorized purchase order, Monday through Friday, 7:00 a.m. to 4:00 p.m.

Items ordered in "bulk" quantities (case lots) or multiples of the same unit of measure to be stocked by the user department will be delivered within forty-eight (48) hours.

All items shall be delivered F.O.B. destination, and delivery costs and charges included in the bid unless otherwise stated in the specifications or proposal. No fuel surcharge will be allowed for delivery of the items in this contract.

5. REPORTS

Upon request, the vendor/contractor shall furnish the purchasing division a report of the total monetary value of orders received and shipments made. If requested to do so, the vendor/contractor will be required to furnish the Town with a summary by item of the total purchases made under the Contract.

6. PURCHASE ORDER RELEASE

Orders for services or supplies that are included in this contract shall be prepared by the department on Town of Collierville purchase orders, and forwarded directly to the vendor/contractor. These purchase orders, when received by the vendor/contractor, serve as authorization for shipment.

7. RETURNS AND RESTOCKING CHARGES

The Contractor shall pick up the Product to be returned within twenty-four (24) hours from notification. The Town will not pay restocking fees for merchandise that has been returned unless it is a specialty item and the user department has been notified, at the time of placement of order, of the potential restocking charge. The Contractor will issue a credit memo to the Town within seven (7) calendar days of the return.

8. SPECIFICATIONS

8.1. All catalogs shall include replacement parts for Ford, General Motors and Chrysler vehicles.

8.2. All parts must meet OEM minimums. All brake parts/components and all filter products must be bid from a full line major manufacturer of premium quality and identified on the packaging and/or the product with the manufacturer's part number/symbol signifying premium quality.

8.3. Indicate your location with complete address. Store location must be within 30 miles of the Fleet Maintenance facility, located at 508 Keough Road, Collierville, TN 38017. If more than one location may be used for this contract pricing, please include an additional page with your bid indicating all locations to which our contract pricing applies.

8.4. The Town is seeking a single percent discount for each line. Multiple percentages quoted on a line will result in rejection of your bid.

8.5. Vendor shall provide percentage discounts on the following GENERAL AUTOMOTIVE categories. The items within the categories are a general sub-list, and are not necessarily inclusive of all items the Town will need. The discount shall apply to any item within the category.

8.5.1. Air Conditioning: clutch cycling switch; compressor; condenser; expansion valve/orifice; hose assembly; receiver drier.

8.5.2. Bearings/Seals/Studs & Lugs: hub bearings; locknuts; lug nuts; seals; studs; wheel bearings.

8.5.3. Belts/Hoses: belt tensioners; clamps/hose connectors; pulleys; radiator hoses; serpentine; V-belts.

8.5.4. Brakes: ABS hydraulic unit; ABS modules/speed sensor; accelerator; backing plates; brake cables; brake hoses; caliper bolts; calipers; drums; hardware kits; master cylinders; pads; power brake booster; rotors; shoes; wheel cylinders.

8.5.5. Cooling System: blower motor/wheel; fan clutch; fan relay/switch/coolant temp.; heater control valve; heater core; oil cooler; radiator; radiator cap; radiator fan motor; recovery tank; thermostat; water outlet; water pump.

8.5.6. Electrical System: batteries; alternator; anti-corrosive washers; battery cables; fuses/bulbs; headlamp assembly; lens assembly; lighting; starter; switches/relays; terminal ends; voltage regulator.

- 8.5.7. Emission/Fuel: cam sensor; carburetor/kits; catalytic converter; crank sensor; ERG valve; exhaust/intake manifolds; fuel injector; fuel pressure regulator; fuel pump; fuel pump relay; fuel tank/sending unit; idle air parts; mass air flow sensor; muffler; tail pipe; throttle position sensor.
- 8.5.8. Engines/Transmissions: cams; bearings; clutch; clutch fork; clutch kits; clutch master; cranks; detent; engine complete; flywheel; harmonic balancer; heads; lifter/push rod; oil pan; oil pump; pressure plate; rebuild kits; slave cylinder; speedometer; tailgate; transmission shift cable.
- 8.5.9. Filters: air; cabin air; crank case; fuel; oil; PVC valve; transmission.
- 8.5.10. Gaskets: thermostat; head; head rod; head set; kit set; oil pan; push rod; rear main seal; semi-circular plug; timing cover; valve cover.
- 8.5.11. Suspension/Steering: ball joints; carrier bearing/U-joints; caster/camber kits; coil springs; control arms; CV axles/drive shaft; gear boxes; idler arm/pitman arm; king pins; power steering hoses/pulleys/caps; power steering pump; rack & pinion; shocks/struts/bearing plates-Monroe; steering stabilizer; tie rods/sleeves.
- 8.5.12. Tune-Up: coil; distributor; engine computers; glow plugs; ignition modules; oxygen sensor; rotor/distributor cap; spark plugs; wires.
- 8.5.13. Wipers: blades; washer pump; wiper arm; wiper motor; window lift motor.
- 8.5.14. Fluids/Additives/Aerosols
- 8.6. Vendor shall provide percentage discounts on the following HEAVY DUTY TRUCK categories. The items within the categories are a general sub-list, and are not necessarily inclusive of all items the Town will need. The discount shall apply to any item within the category.
- 8.6.1. Air Brake Compressors: air brake compressor; check valve; connecting rod & bearing; discharge line kit; discharge manifold kit; drive gear; end cap; filter assembly; filter element; gasket; gasket & seal kit; governor end plate; head assembly; head repair kit; manifold gasket; manifold kit; mounting gasket; piston kit; piston ring kit; water line changeover kit; air valve drain cock; brake governor; drain valve; parking brake; tubing
- 8.6.2. Air Dryer & Gladhand Parts
- 8.6.3. Air Valves: air horn parts; air line filter parts; air line plugs, reducer bushings, tags; air reservoir parts; air springs; air suspension control parts; air system pressure gauge; air valves; control boxes; drain cable; alcohol injector; brake hand control valve; brake relay valve; drain valve; low air switch; regulating valve
- 8.6.4. Anti-lock Brake Products
- 8.6.5. Axle & Drivetrain: a/trans filter; adapter bearing; axle parts; bearings; clutch parts; differential bearings and seals; flywheel adapter; oil bath seals; repair sleeve; seals; transmission valve; U-joint
- 8.6.6. Brake Chambers & Actuators: air brake air chamber; brake camshaft; brake slack adjuster; spring brake parts; wedge brake parts
- 8.6.7. Climate Control: AC condenser; AC low pressure switch; air ducting kit; radiator fan AC relay
- 8.6.8. Electrical: alternators; batteries; fuses; flashers; lighting; switches; starters

- 8.6.9. Engine Heating & Cooling: anti-freeze; charge air cooler; coolant level & temp monitors; engine heater; oil cooler adapter; fan blade; fan clutch; fan spacer; heater hose connector; radiator; shutterstat temperature control; water pump
- 8.6.10. Engine Parts: cylinder head gasket; full gasket set; governor; intake manifold gasket; oil pan parts; timing chain; timing gear; vacuum check valve; water pump repair kit
- 8.6.11. Exhaust System Parts: clamp; manifold gasket; manifold pipe insert; manifold tube; pipe connector; rain cap; stack pipe; Y-pipe adapter; muffler
- 8.6.12. Filters: a/trans; air brake compressor; air filter; cabin air; cooling system; engine; fan clutch; fuel; gladhand; hydraulic; oil; power steering; spring brake chamber
- 8.6.13. Fuel System Parts: fuel injection pump gear; fuel solenoid valve; starting fluid system; water separator filter
- 8.6.14. Hydraulic Brakes & Friction: anchor pin; backing plate; calipers; drums; fluid reservoir; master cylinder; brake pad; brake shoe; slack adjuster; hydraulic brake pump; power brake booster; spring brake switch; wheel cylinder
- 8.6.15. Steering/Suspension: drag link; power steering cylinder; power steering filter; power steering gear; power steering pump; tie rod; axle spring seat; king pin; leaf spring; shocks; stabilizer bar; torque rod; trunion shaft
- 8.6.16. Hoses & Hose Fittings: bulk hoses & hose fittings to be assembled at Town's fleet maintenance.

9. SUBMISSION OF BID DOCUMENTS

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

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

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

- (1) **Responses, Section III**
- (2) **Bid Response Form, Section IV**
- (3) **Title VI Form, Section V (Optional)**
- (4) **Reference Sheet, Section VII**
- (5) **Catalog(s) CDs**

The Town requests that all bid documents be submitted in duplicate to the Town of Collierville General Services Department, 500 Poplar View Parkway, Collierville, TN 38017 no later than 2:00:00 P.M. (local time) on Thursday, January 21, 2016.

10. REFERENCES

Each bidder shall submit with their bid a list of at least three (3) customers, which have contracted similar services within the last twelve months. The listing shall include a contact name and phone number.

11. OTHER ITEMS:

11.1. INTERNET ORDERING:

Vendor shall indicate whether online ordering is available at the contract pricing and terms.

YES: _____ NO: _____

11.2. PART CROSS REFERENCE PROGRAM

Vendor shall indicate whether a part cross reference program (e.g. Fleetcross) is available at no charge to the Town.

YES: _____ NO: _____

11.3. HOSE ASSEMBLY MACHINE

Vendor shall indicate whether a hose assembly machine can be provided to the Town’s Fleet Maintenance Division on a consignment basis. Vendor shall retain ownership of the machine, and assume all responsibility for maintenance.

YES: _____ NO: _____

11.4. TRAINING

Vendor shall indicate whether training is available to Town’s Fleet Maintenance employees at no cost to the Town.

YES: _____ NO: _____

If YES, indicate types of training available (attach a separate sheet if necessary):

11.5. NATIONAL COOPERATIVE PRICING

Bidder may indicate if it has a contract that is part of a national or state-wide cooperative (such as U.S. Communities, NJPA, National IPA, or statewide contract) under which the commodities advertised in this bid may be purchased. If the bidder has such a contract available, the Town may choose to review the contract pricing available. In the event that the contract pricing and terms are in the best interest of the Town, at the Town’s sole discretion, the Town may reject bids in favor of using the applicable cooperative contract.

YES: _____ NO: _____

If YES, indicate the cooperative name and contract number:

END OF SECTION

SEALED BID No. TC2015-56
DUE DATE: 01-21-2016



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

SECTION IV

BID RESPONSE FORM



BID RESPONSE FORM

Stan Joyner
Mayor

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

James H. Lewellen
Town Administrator

Derek Honeycutt
Director of General Services

POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM

BID NO.: TC-2015-56

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE **THURSDAY, JANUARY 21, 2016, 2:00:00 P.M. (LOCAL TIME)** IN THE OFFICE OF THE DIRECTOR OF GENERAL SERVICES, 500 POPLAR VIEW PARKWAY, COLLIERVILLE, TENNESSEE 38017, AT WHICH TIME OR SOON THEREAFTER THE BIDS WILL BE PUBLICLY OPENED AND READ ALOUD IN THE TOWN BOARD CHAMBERS.

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

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

ITEM	DESCRIPTION	MFGR CATALOG(S)/ PRICE LIST(S) NUMBER/DATE & COLUMN	DISCOUNT OFF CATALOG PRICE
	General Automotive Parts:		
1	Air Conditioner Parts		
2	Bearings/Seals/Studs & Lugs		
3	Belts/Hoses		
4	Brakes		
5	Cooling System		
6	Electrical System		
7	Emission/Fuel		
8	Engines/Transmissions		
9	Filters		
10	Gaskets		
11	Suspension/Steering		
12	Tune-Up		
13	Wipers		

14	Fluids/Additives/Aerosols		
	Heavy Duty Truck Parts:		
15	Air Brake Compressors		
16	Air Dryers, Gladhands		
17	Air Valves		
18	Anti-Lock Brake Products		
19	Axle & Drivetrain Products		
20	Brake Chambers & Actuators		
21	Climate Control		
22	Electrical		
23	Engine Heating & Cooling		
24	Engine parts		
25	Exhaust system parts		
26	Filters		
27	Fuel System Parts		
28	Hydraulic Brakes & Friction		
29	Steering / Suspension		
30	Hoses (Bulk) & Hose Fittings		

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. TC2015-56
DUE DATE: 01-21-2016



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

SECTION V

TITLE VI INFORMATION

TITLE VI INFORMATION

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

VOLUNTARY TITLE VI AND TITLE IX FORM

Attach form to sealed bid

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

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

_____ Male _____ Female

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

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

SEALED BID No. TC2015-56
DUE DATE: 01-21-2016



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

SECTION VI
VENDOR NOTIFICATION LIST

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

Vendor Notification List
TC2015-56 "Automotive Parts"
Commodity Codes: 060 (Automotive and Trailer Equipment and Parts)

Vendor ID	Vendor Name	Address	City	State	Postal Code	Contact Name	Phone	Fax	Email
00003615	ABRA Auto Body & Glass	6601 Shingle Creek Parkway Suite 200	Brooklyn Center	MN	55430	David Doherty	(888)451-0010	(763)549-8570	Tnglasscsr@abraauto.com
00001970	ACC Rebuilders, Inc	P.O. Box 540 853 E.H. Crump Blvd. East	Memphis	TN	38101-0540	Ronnie Charnes	(901)774-5874	(901)774-8697	accremfg@att.net
00003022	ACTION MUFFLER	4657 Knight Arnold Rd.	Memphis	TN	38118	Christopher Weakley	(901)366-4514		actionmuffler@hotmail.com
00004408	Advance Auto Parts	756 W Poplar	Collierville	TN	38017	David Guehrn	(901)861-7192		david.guehrn@advance-auto.com
00001273	Aerial Truck Equipment	P.O. Box 716 8270 Craft Road	Olive Branch	MS	38654	Ricky Easley Sr.	(662)895-8600 Ext. 104	(662)895-7047	rickysr@aerialtruck.com
00000906	American Diesel Service Inc.	8075 Industrial Drive Ste. C/D	Olive Branch	MS	38654	Dan Mullen	(662)895-1600	(662)895-1629	americandieseldm@aol.com
00001166	Auto Glass Co of Memphis Inc DBA Jack Morris Auto Glass	1945 Union Ave	Memphis	TN	38104	Sherry Akin	(901)725-5500	(901)722-7025	sherry@morrisglass.com
00001003	Auto Nation dba Dobbs Brothers Pontiac GMC	2621 South Mendenhall	Memphis	TN	38115	Mike Moody	(901)365-9110	(901)367-3146	moodym@autonation.com
00001229	AutoZone (Collierville)	995 West Poplar Ave	Collierville	TN	38017	Bryan Dunnam	(901)854-9482	(901)854-7067	bryan@autozone.com
00003399	Battery Sales and Service	3641 Knight Arnold	Memphis	TN	38118	Tom Daniel	(901)396-3200	(901)345-8250	scooterbattery@aol.com
00001146	Bills Auto & Truck Parts	195 McKnight Lane	Henderson	TN	38340	Billy Faulkner	(731)989-2997	(731)989-7101	billyf@billsautotruck.com
00004404	Carquest Auto Parts	PO Box 404875	Atlanta	GA	30384	Mayela Migliore	(800)726-3449	(919)301-4303	cqcollections@carquest.com
00001278	Clarke Power Services	3070 Sandbrook	Memphis	TN	38116	Russell O'Keefe	(901)248-0288	(901)396-7224	rokeefe@clarkesystem.com
00001303	Coleman Taylor Transmission Company-Stage Rd	4321 Stage Rd	Memphis	TN	38128	David Bruner	(901)388-9141	(901)382-4836	transcraft@aol.com
00000039	Coleman-Taylor Transmissions Co.	7981 Fischer Steel Rd.	Cordova	TN	TN	Cecil Bing	(901)754-2832	(901)754-1337	igionti@aol.com
00000374	Custom Springs, Inc.	2873 Farrisview Blvd.	Memphis	TN	38118-1502	Deborah Carpenter	(901)365-1788	(901)365-8956	springsy2k@bellsouth.net
00000920	DeWitt Sealing Technology	3997 Hwy 57, Ste 5	Collierville	TN	38017	Phil DeWitt	(901)850-5597	(901)850-5598	dewseal3@msn.com

Vendor ID	Vendor Name	Address	City	State	Postal Code	Contact Name	Phone	Fax	Email
00000925	Energy System - Southeast	1400 Urban Center Drive, Ste 100	Vestavia Hills	AL	35242	Lori Hipps	(888)999-7921	(205)949-6231	lori.hipps@nex21.com
00000778	Fleetpride, Inc	3259 Millbranch Rd	Memphis	TN	38116	Rena Segraves	(901)332-2489	(901)332-7607	reana.segraves@fleetpride.com
00000796	Gene Gossett Auto Parts, Inc.	7891 Highway 72	Byhalia	MS	38611	Phyllis Johnston	(662)851-7200	(662)851-7058	genegossettauto@yahoo.com
00000653	Genuine Parts Co dba Napa Auto Parts	11716 North Florida Ave	Tampa	FL	33612	Bill Lathem	(813)933-3998	(813)932-2151	dale_jones@genpt.com bill_lathem@genpt.com
00000368	Heritage Fire Equipment	P O Box 14546	Huntsville	AL	35815	Tara Ledwell	(256)713-9900	(256)713-9910	bids@heritage-fire.com
00002986	Heritage-Crystal Clean, LLC	2175 Point Boulevard Suite 375	Elgin	IL	60123	Carla Sipe	(847)836-5670	(847)836-5677	cc_bid_notices@crystal-clean.com
00000434	Hi-Tech Electric Co., Inc.	1680 Apple Valley Cove	Germantown	TN	38138	Tina Selberg	(901)324-4090	(901)755-7511	hitech@hitechelectricinc.net
00000571	Ladd's	6881 Appling Farms Parkway	Memphis	TN	38133-4713	Lisa M. Stobing	(901)324-8801	(901)324-8801	lstobing@bobladd.com
00000885	Landers Ford	2082 West Poplar	Collierville	TN	38017	Michael Hagan	(504)944-9820	(901)854-3694	dkitchens@landersmemphis.com
00001519	Long-Lewis Sterling Trucks	Po Box 989 4200 Bessemer Super Hwy	Bessemer	AL	35020	Dell Elkins	(205)428-0161		dell.ells@charter.net
00002318	Lowe's	420 New Byhalia Road	Collierville	TN	38017	Ross Mead	(901)316-4000	(901)316-4006	ross.e.mead@store.lowes.com
00000790	Mascari Glass Company	4919 East Shelby Drive	Memphis	TN	38118	Tony Mascari	(901)360-1880	(901)360-1880	tmascari@mascarierglass.com
00003098	MDSA, LLC dba Mighty Product Center	2495 Dr. F.E. Wright Drive	Jackson	TN	38305	Steven Puffer	(731)988-7181	(731)265-1753	steven.puffer@mightyautoparts.com
00000273	Memphis Brake Service Inc.	P.O. Box 86	Memphis	TN	38101-0086	Ed Burnett	(901)525-0606	(901)526-7465	memphisbrake@msn.com
00000935	MHC Ford	1721 Transport Avenu	Memphis	TN	38116	Wick Hall	(901)332-3930	(901)332-5226	james.hall@mhctruck.com
00002183	Mid-South Diesel Service	3288 Millbranch Road	Memphis	TN	38116	Chris Welker	(901)396-0750	(901)396-8944	trickman@midsouthdiesel.com
00000780	Myers Tire Supply, Inc.	Department CH 17681	Palatine	IL	60055-7681	Carol Green	(901)396-4787	(901)396-4873	cgreen@myerstiresupply.com
00000013	Nichols Fleet Equipment, Inc.	PO Box 72638 2401 East 31st Street	Chattanooga	TN	37407	David Nichols	(423)622-7528	(423)622-7809	info@nicholsfleet.com
00000031	Panther Oil Company, Inc.	396 Airways Blvd.	Jackson	TN	38301	Kevin Dye	(731)421-4693	(731)421-4695	kevin@pantherpetroleum.net
00002618	Power Line Rent-E-Quip, Inc	36 Noble Avenue, NE	Roanoke	VA	24012	Tim Kingery	(540)982-8340	(540)345-4400	timkingery@plrei.com
00000797	Quality Fleet Wash LLC dba Quality Windshield	983 Goodman Road # 119	Horn Lake	MS	30637	Jennifer Longo	(662)536-3337	(662)536-3997	qualityfleetwash@aol.com

Vendor ID	Vendor Name	Address	City	State	Postal Code	Contact Name	Phone	Fax	Email
00000515	Ross Valve Mfg Co., Inc.	P. O. Box 595	Troy	NY	12181	Andrew Ross	(518)274-0961	(518)274-0210	Andy@rossvalve.com
00001084	Smart Power Systems	5000 North US 131	Reed City	MI	49677	Sue Kidder	(231)832-5525	(231)832-3876	skidder@nartron.com
00000645	Stone Transmission	3596 Winchest Cove	Memphis	TN	38115	Al Stone	(901)794-0897	(901)369-6272	joyal1@bellsouth.net
00003689	Surwic Trailer Hitch Co Inc.	2146 Elvis Presley Blvd	Memphis	TN	38106	Danny Surwic	(901)946-2931	(901)942-5283	surwictrht@aol.com
00000381	TD Motorsports, LLC	6412 Summer Avenue	Bartlett	TN	38134	Della Grant	(901)372-8210	(901)881-6770	kofmemphis@aol.com
00001671	Uni-Select USA, Inc	901 N Lenola	Moorestown	NJ	08057	Jacqueline Matthew	(800)257-7972	(856)439-5903	jmatthew@uniselectusa.com
00000252	Union Auto Parts	1901 IAC Drive	Memphis	TN	38116	Paul Derryberry	(901)362-2622	(901)362-1117	pderryberry@map.distcorp.com
00001046	Utilities Equipment Company	3990 Runway Rd	Memphis	TN	38118	Carol Filler	(901)362-5910	(901)432-0036	cfiller@utilitiesequipment.com
00000940	Vee-Co	4195 Lamar Avenue	Memphis	TN	38118	Mike Vernon	(901)794-1406	(901)362-0875	mvernon@ix.netcom.com

SEALED BID No. TC2015-56
DUE DATE: 01-21-2016



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

SECTION VII

REFERENCE SHEET

TOWN OF COLLIERVILLE

REFERENCE SHEET FOR BID NO. TC2015-56

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. TC2015-56
DUE DATE: 01-21-2016**



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

SECTION VIII

CONTRACT FOR SERVICES AND/OR PRODUCTS

EXHIBIT "B"
CONTRACTOR'S Bid



BID RESPONSE FORM

Stan Joyner
Mayor

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

James H. Lewellen
Town Administrator

Derek Honeycutt
Director of General Services

POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM

BID NO.: TC-2015-56

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE **THURSDAY, JANUARY 21, 2016, 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 # 653
(See Public Notice Form for Information on Obtaining a Vendor #)

ITEM	DESCRIPTION	MFGR CATALOG(S)/ PRICE LIST(S) NUMBER/DATE & COLUMN	DISCOUNT OFF CATALOG PRICE
	General Automotive Parts:		
1	Air Conditioner Parts	NAPA Temperature Control	Tem = J-25
2	Bearings/Seals/Studs & Lugs	NAPA Bearings NAPA Oil Seals NAPA Wheel Attaching Parts	BBG Group 15 = J-8 Group 30 = J-24 Hubs = J-8
3	Belts/Hoses	NAPA Belts + Hoses	J-24
4	Brakes	NAPA Brakes	CAL = J-17 SS = J-7 NB = J-7 UP Pads = J-5
5	Cooling System	NAPA Radiators Transtar Water Pumps NAPA Thermostats	NR = J-8 TW = J THM = J
6	Electrical System	NAPA Electrical	NNE = J Rcy = J
7	Emission/Fuel	NAPA Echlin Engine NAPA Echlin Fuel CRB	ECH = J-12 CRB = J-12
8	Engines/Transmissions	ATK	ATK = J-8
9	Filters	NAPA Filters	FIL = J-52
10	Gaskets	Felpro Gaskets	FPG = J-16
11	Suspension/Steering	NAPA Chassis Parts	NCP = J-23
12	Tune-Up	NAPA Echlin	ECH = J-12
13	Wipers	Old World Industries	OWI = J+6

Oil seals
J
Wps = J-15
J-15

14	Fluids/Additives/Aerosols Heavy Duty Truck Parts:	NAPA Consumer Brands	NCB=J
15	Air Brake Compressors	Traction USA	TWB = J-5
16	Air Dryers, Gladhands	Traction USA	J
17	Air Valves	Traction USA	J
18	Anti-Lock Brake Products	Traction USA	J
19	Axle & Drivetrain Products	Traction USA	J
20	Brake Chambers & Actuators	Traction USA	J-7
21	Climate Control	Traction USA	J
22	Electrical	Wilson	J-20
23	Engine Heating & Cooling	Traction USA	J
24	Engine parts	FP Diesel	FPD = J EXH = J-23
25	Exhaust system parts	NAPA Exhaust	
26	Filters	NAPA Filters	J-52
27	Fuel System Parts	NAPA Fuel Pumps	J-5
28	Hydraulic Brakes & Friction	NAPA Brakes	UP: J-15
29	Steering / Suspension	NAPA Chassis	NCP = J-23
30	Hoses (Bulk) & Hose Fittings	NAPA Gates	GAT = J-20

DELIVERY PROMISED: Same day on stocked items 1-7 days on special orders Non-stocked items F.O.B. COLLIERVILLE

TERMS: 2% 10th - Net 20th Discounts will be allowed for prompt payment as follows: 10 calendar days, 2%; 15 calendar days, ___%; 20 calendar days, ___%; 30 calendar days, ___%; 45 calendar days, ___%; 60 calendar days, ___%; 90 calendar days, ___%; ___ calendar days, ___%.

FIRM'S NAME: NAPA - Genuine Parts Co. ADDRESS: 270 W. Hwy 72

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

CITY: Collierville STATE: TN ZIP: 38017

TELEPHONE: 901-380-6917 FAX: 901-380-6970 EMAIL: bryant_parrish@genpt.com

NAME: Bryant Parrish TITLE: District Manager

AUTHORIZED SIGNATURE: Adams Parrish DATE: 1-20-16