

CONTRACT FOR SERVICES AND/OR PRODUCTS

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein “**Contract**”) is made and entered into this 10th day of April 2017 by and between the TOWN OF COLLIERVILLE, TENNESSEE, a Tennessee municipal corporation, (herein the “**TOWN**”) and L.A. LEASING, INC. d/b/a SEDONA STAFFING, an Illinois corporation (herein the “**CONTRACTOR**”).

WITNESSETH:

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

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

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

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

1.00 SCOPE OF CONTRACT

The CONTRACTOR is to furnish the services and/or products as specified in the Invitation to Bid issued by the TOWN under No. TC 2017-02, Temporary Employment Services (herein the “**Invitation to Bid**”) and any amendments thereto. The Invitation to Bid and any amendments thereto are attached hereto as **Exhibit “A”** and incorporated by reference herein and made a part hereof. Unless otherwise specified herein, the CONTRACTOR is to furnish all materials, tools, equipment, manpower, and consumables necessary to complete the Contract Items.

2.00 TERM OF CONTRACT

The period of this Contract shall be for twelve (12) months, beginning on April 14, 2017 and ending on April 13, 2018. This Contract may be extended by the TOWN for four (4) additional successive twelve (12) month period[s] or portions thereof, up to a cumulative total of sixty (60) months, by written notice to the CONTRACTOR given at least thirty (30) days before the expiration of the term then in existence.

3.00 COMPENSATION

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

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

4.00 ADDITIONAL SERVICES

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

5.00 NOTICE TO PROCEED

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

6.00 CONFLICT OF INTEREST

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

7.00 COMPLIANCE WITH LAWS

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

8.00 TERMINATION

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

9.00 WARRANTY

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

10.00 FORCE MAJEURE

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

11.00 INSURANCE

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

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

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

11.04. [Omitted].

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

12.00 CLAIMS, LIABILITY AND INDEMNITY

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

13.00 ATTORNEY'S FEES

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

14.00 EQUAL EMPLOYMENT OPPORTUNITY

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

14.02. Posting and Advertising. The CONTRACTOR agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained in Paragraph 14.01 hereinabove. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by, or on behalf of, the

CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONTRACTOR shall incorporate the foregoing requirements of this Paragraph 14.02 in all subcontracts, if any, for services or products covered by this Contract.

15.00 TRANSFER, ASSIGNMENT OR SUBLETTING

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

16.00 SAFETY MEASURES

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

17.00 FAMILIARITY WITH THE CONTRACT ITEMS

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

18.00 ENTIRE AGREEMENT

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

19.00 PERMITS, LICENSES AND CERTIFICATES

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

20.00 FIRE, THEFT, LOSS

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

21.00 CONTRACTING AUTHORITY

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

22.00 GOVERNING LAW

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

23.00 OPPORTUNITY FOR REVIEW

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

24.00 SECTION HEADINGS

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

25.00 NOTICES

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

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

- (ii) To: L.A. Leasing d/b/a Sedona Staffing
336 Poplar View Parkway, Suite 3
Collierville, TN 38017
Facsimile: (901) 854-4400

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.

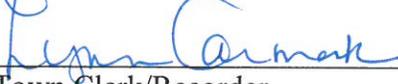
[Signatures to follow on next page]

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

March 29, 2017

**L.A. LEASING, INC. d/b/a SEDONA
STAFFING**

By: 
Its: AREA Sales Mgr.

CONTRACTOR's Mailing Address:
336 Poplar View Pkwy., Ste. 3
Collierville, TN 38017

CONTRACTOR's Telephone Number:
(901) 854-2212

CONTRACTOR's Facsimile Number:
(901) 854-4400

*ms
3/29/17*

EXHIBIT "A"

Invitation to Bid No. TC 2017-02

TOWN OF COLLIERVILLE

GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

Stan Joyner, Mayor
James H. Lewellen, Town Administrator
Mark Krock, Finance Director
Derek Honeycutt, Director of General Services
Mandy Bajusz, Purchasing Manager



INVITATION TO BID

BID DESCRIPTION: TEMPORARY EMPLOYMENT SERVICES

BID NUMBER: TC2017-02

DUE DATE: No Later Than

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

THURSDAY
(Day)

MARCH 23, 2017
(Date)

SEALED BID No. TC2017-02
DUE DATE: 03-23-2017

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TOWN OF COLLIERVILLE BID ENVELOPE	ATTACHMENT

SEALED BID No. TC2017-02
DUE DATE: 03-23-2017



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 # TC2017-02 “TEMPORARY EMPLOYMENT SERVICES”

Complete bid packages are available from the Purchasing Division, 500 Poplar View Parkway, Collierville, TN 38017, Monday through Friday, 8 a.m. to 5 p.m. Interested parties may visit the Purchasing Division’s Bid and RFP webpage at <http://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/bsa>. 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/bsa> 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, **March 23, 2017 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: **TC2017-02 – “TEMPORARY EMPLOYMENT SERVICES”**

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

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

Respectfully,
Derek Honeycutt
Director of General Services

SEALED BID No. TC2017-02
DUE DATE: 03-23-2017



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/bs0>. 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. TC2017-02
DUE DATE: 03-23-2017



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**

1.0 PURPOSE:

The Town of Collierville, TN (Town) is seeking to enter into an agreement with a temporary employment agency for the purpose of providing secretarial clerical, professional, laborers, technical staff and skilled trade workers. The Town will on occasion need staff to work during Town employee's vacations, illnesses or position vacancies. In addition, the awarded agency would be required to provide a replacement if a regularly scheduled agency employee is out for any reason.

It is the desire of the Town to contract with one (1) agency, however, given the broad range of workers required for this bid, the Town, at its discretion, may elect to use two (2) or more separate agencies to best meet its needs. Notice will be given to the primary contractor of the necessity to do so.

2.0 PRE-BID CONFERENCE:

A pre-bid conference will be held on February 7, 2014 10:00 AM Central Time in the Collierville Town Hall Board Chambers located at 500 Poplar View Parkway; Collierville, TN. Bidders are strongly encouraged to attend this conference and to submit written questions in advance of the conference to the Buyer. Additional written questions may be submitted at the conference. A public log will be kept of the names of Bidders that attended the pre-bid conference.

Attendance at the pre-bid conference is not a prerequisite for submission of a bid.

3.0 TOWN'S RESPONSIBILITIES:

When requesting a temporary employee the Human Resources Department will be responsible for providing the Agency with the following information:

- Department/Division requesting services
- Job classification of the individual needed (specific duties)
- The location of the work site
- The working hours
- The appropriate attire to be worn
- The person to whom the temporary employee reports
- The approximate length of time the temporary employee will be needed

4.0 CONTRACTOR'S RIGHT TO INSPECT:

The contractor shall have the right to inspect any facility or project site where the services performed under the resultant contract are performed.

5.0 SPECIFICATIONS:

5.1 For this bid, an example of positions for each category are listed below. Please specify if your agency offers the following:

Yes ___ No ___ Secretarial/Clerical (Routine Office and Basic Computer Skills) – Clerk/Receptionist, Customer Service Clerk, Office Assistant, Administrative Specialist, Deputy Court Clerk, Records Clerk

Yes ___ No ___ Secretarial/Clerical (Intermediate/Advanced Office Skills and Intermediate Computer Skills) – Sr. Administrative Specialist, Sr. Customer Service Clerk,

- Human Resources Technician, Executive Assistant, Accounts Payable, Accounting Technician, Payroll Clerk
- Yes ___ No ___ Professional – Accountant, Planner, GIS Technician
- Yes ___ No ___ Technical – Lab Technician, Computer Support Technician, Building Inspectors
- Yes ___ No ___ Skilled Trades – Carpenter, Electrician, Plumber, HVAC Mechanic
- Yes ___ No ___ School Crossing Guard
- Yes ___ No ___ Animal Shelter Technician
- Yes ___ No ___ Laborer (Construction Trades) - Laborer working in construction trades (e.g., Public Services- Sanitation, Electrical and Plumbing).
- Yes ___ No ___ Laborer (Other) – General Laborer (e.g., providing general janitorial services and clean out of animal pens for the Animal Shelter, working for the Parks Department cutting grass).
- Yes ___ No ___ Driver (On Road) – CDL Driver
- Yes ___ No ___ Driver (Off Road) – Heavy Equipment Operator, Front End Loader, Dozer, Track Hoe

Vendor is to mark each section below by marking comply or giving a brief explanation of the exception taken.

- 5.2 Agency employees assigned to the Town will be required to follow the rules and regulations of a regular paid employee of the Town, including the personal appearance policy (see attached), personal grooming (no facial/tongue piercing, no tattoos on face, neck, below the elbow or knee unless covered) and other specifics applicable to each position.
Comply: _____ Exception: _____
- 5.3 When required for work to comply with OSHA requirements the temporary employee will wear steel toe safety shoes. The requesting department will notify the temporary agency that this is a requirement of the job. The employee will be responsible for supplying his/her own safety shoes.
Comply: _____ Exception: _____
- 5.4 The Town is a “drug free workplace”; all temporary personnel assigned to the Town will have been appropriately screened. A written notice attesting to negative test results will be forwarded to the Human Resources Department via fax (901-457-2295) before the end of the first day of work.
Comply: _____ Exception: _____
- 5.5 The agency will certify that all temporary driver (on/off road) employees have a current and valid driver’s license with appropriate endorsements. A written notice attesting that the temporary employee has current valid driver’s license will be forwarded to the Human Resources Department via fax (901-457-2295) prior to placement.
Comply: _____ Exception: _____
- 5.6 The agency will comply with DOT requirements.
Comply: _____ Exception: _____
- 5.7 The agency will comply with EEO requirements. (Provide statement with bid submittal.)
Comply: _____ Exception: _____
- 5.8 The agency will comply with all State and Federal laws pertaining to hiring all employees. The agency will also be responsible for the completion and verification of an I-9 form for all employees.
Comply: _____ Exception: _____
- 5.9 The agency will comply with Title VI requirements. (Provide statement with bid submittal.)
Comply: _____ Exception: _____

- 5.10 The agency will be responsible for verifying all professional requirements, certificates or endorsements required by the Town prior to placement of temporary employee. These items will be submitted to the Human Resources Department upon supplying such a temporary employee.
Comply: _____ Exception: _____

- 5.11 The Agency shall provide a time card for the temporary personnel to bring with them to the Town requested position. The temporary employee will fill out the time card and a Supervisor for Town will sign the time card.
Comply: _____ Exception: _____

- 5.12 The agency will provide upon request, to the Human Resources Department, a usage report including each personnel category, total number of days filled and costs charged to the Town.
Comply: _____ Exception: _____

- 5.13 Agency employees assigned to the Town shall be considered an employee of the Agency. The Agency shall be responsible for all payroll, payroll taxes etc. for the employee.
Comply: _____ Exception: _____

- 5.14 The Town reserves the right to refuse any personnel sent by the Agency and request alternate personnel.
Comply: _____ Exception: _____

- 5.15 The agency will conduct a criminal background check for all positions, and for positions that require contact with anyone under the age of 18 a national sex offender registry background check must also be completed. A written notice attesting that a criminal background check and/or sex offender national registry background check was obtained and a copy of the findings sent to the Human Resources Department via fax (901-457-2295) before the end of the first day of work. This written notice will be faxed prior to placement for any person who will be assigned.
Comply: _____ Exception: _____

- 5.16 The Town will not pay for any time missed for temporary employees placed through the agency and Town holidays as per Town schedule including:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Good Friday	
Memorial Day	Last Monday in May
Independence Day	As recognized by the Town
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	As recognized by the Town
Christmas Day	As recognized by the Town
Other holiday as approved by the Mayor and Board of Aldermen.	

 Comply: _____ Exception: _____

- 5.17 The Town, at its discretion, may hire temporary employees for the position they are working or other position deemed appropriate by the Town. The Town agrees that it will not hire the temporary employee until they have been in placement with the Town for thirty (30) consecutive calendar days.
Comply: _____ Exception: _____

- 5.18 In the event that the Town desires to hire a Temporary Agency employee in less than thirty (30) consecutive calendar days, they may do so and will pay the agency an amount equal to one (1) week of the employee's placement fees.
Comply: _____ Exception: _____

5.19 The Town may freely hire, at its discretion, any employee from the Temporary Agency that applies for a vacant position, providing that the employee has not worked regularly for the Town (four (4) days or less in a thirty-day period). If The Town hires following the guidelines of this provision the Town will not be responsible for the fees mentioned above.

Comply: _____ Exception: _____

5.20 In the event that a person associated with the Temporary Agency applies for a permanent position with the Town and is then placed for assignment at the Town by the Temporary Agency, the Town may hire the person without being responsible for the above fees, providing the applicants employment application is dated prior to the date of assignment by the Temporary Agency to the Town.

Comply: _____ Exception: _____

5.21 The Town at its discretion may directly hire temporary employees to fill any vacancy without using the contracted Temporary Agency.

Comply: _____ Exception: _____

6.0 HEALTH INSURANCE:

If the temporary employee works thirty (30) or more hours in a week, the agency must provide health insurance to the temporary employee in accordance with Patient Protection and Affordable Care Act (PPACA) guidelines.

Comply: _____ Exception: _____

7.0 INSURANCE:

Unless otherwise required by Special Conditions of this Invitation To Bid, if a contract is awarded, the bidder will be required to purchase and maintain during the life of the contract, Comprehensive General Liability insurance, Comprehensive Automobile Liability insurance, and Worker's Compensation insurance with limits of not less than those set forth in the Contract attached as Section VIII of this Invitation To Bid

The bidder shall provide the Town with Certificates of Insurance evidencing the coverages required above. Such certificates shall provide that the Town be given at least 30 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. Bidder must provide Certificates of Insurance before commencing work in connection with the contract.

The providing of any insurance required herein does not relieve the bidder of any of the responsibilities or obligations assumed by the bidder in the contract awarded or for which the bidder may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. Unless otherwise required by Special Conditions of this Invitation to Bid, if a contractor is awarded, the bidder will be required to purchase and maintain during the life.

8.0 QUALIFICATIONS OF BIDDER:

All bidders must be financially stable and experienced and the Town will, among other things, consider such factors in determining to whom the bid shall be awarded.

9.0 REFERENCES:

Each bidder shall submit with their bid a list of at least six (6) customers, which have contracted similar services within the last twelve months. The listing shall include a contact name and phone number.

10.0 SUBMISSION OF BID DOCUMENTS:

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

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

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

- (1) **Comply and Exception, Section III**
- (2) **Bid Response Form, Section IV (Hourly Bill Rate Per Position) Bids that provide a price range per position rather than a set hourly rate per position will be rejected.**
- (3) **Iran Divestment Act Affidavit, Section VI**
- (4) **Title VI Form, Section V (Optional)**
- (5) **Reference Sheet, Section VIII**
- (6) **EEO Compliance Statement**
- (7) **Title VI Compliance Statement**
- (8) **Submit a sample of your invoice and indicate if you prefer monthly or weekly billing**

The Town requires that all bid documents be submitted 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, March 23, 2017.

11.0 Personal Appearance Policy

The Town's Personal Appearance Policy follows this section. As per item 5.2, temporary employees assigned to the Town must follow the attached policy.



Human Resources Policies and Procedures Personal Appearance

Policy #: 14.16
Policy Date: 10/01/2016
Revision Date: 10/01/2016

Policy

These appearance guidelines for employees offer guidance on appropriate attire for the workplace and encourage a professional, friendly working environment. Keep in mind that while these guidelines provide an overview of appropriate attire, no policy can anticipate every situation. Employees are expected to remember that a professional appearance is always expected.

Department Heads and Managers can specify additional or alternative attire and grooming requirements based on the business needs of their departments or requirements necessary for employee safety. Departments may have more restrictive dress code requirements, but may not have more lenient requirements.

Employees should use their best judgment when dressing for work. However, the Town of Collierville recognizes the term "Business Casual" lends itself to broad interpretation. If employees have any questions regarding what attire is appropriate, the employee should ask the employee's supervisor or Human Resources for clarification. Employees should always consider each day's activities when determining what to wear.

Managers and supervisors are responsible for speaking to employees who are dressing inappropriately, whether they may be wearing clothes that are too revealing, distracting, or that compromise a professional image. Remember, if the style is distracting, then it is not acceptable.

Employees who violate this policy will be subject to disciplinary action, up to and including termination.

Scope

This policy applies to all employees.

Definitions

Not applicable.

Guidelines

Employees are expected to maintain proper personal hygiene and cleanliness appropriate for the work environment. Employees are expected to maintain their personal hygiene so they do not cause distraction or create an uncomfortable atmosphere for others. This includes but is not limited to daily bathing, daily care of hair, daily use of deodorants and daily care of the teeth and mouth. Employees are expected to use moderation and avoid excessive use of perfumes and colognes. Employees are required to report to work each day in clothing that is clean, free of stains, tears, frays and/or patches and is neatly pressed or wrinkle-free.



Human Resources Policies and Procedures Personal Appearance

Policy #: 14.16
Policy Date: 10/01/2016
Revision Date: 10/01/2016

The wearing of moderate amounts of jewelry is permitted for employees that do not operate power equipment or work with electricity. Excessive jewelry is prohibited and is defined as, but not limited to: facial piercing (all areas of the head and neck with the exception of the ear lobes) and mouth piercing (all areas of the mouth, lips, tongue, teeth, palate).

Body art may not contain images and words that are offensive to others. All body art must be covered at all times in the workplace, during working hours and during any work related contact with citizens, vendors and employees.

Employees are expected to maintain their hair length, style and color in a manner that conforms to generally accepted standards for a professional business environment. Unconventional hair length or styles are unacceptable. Hair color should be limited to colors that naturally occur on people.

Employees in the Police and Fire Service departments are expected to comply with the appearance standards of the department to which they are assigned.

The following dress standards are to be considered the minimum acceptable and allow for individualism within the confines of neatness, appropriateness and good taste:

Uniformed Employees –

Employees required to wear a uniform while working are expected to conform to the department uniform standards. Generally this means:

1. Report to work each day in a clean and wrinkle-free uniform,
2. Uniform is to be free of stains, holes, tears and other damage,
3. Wear the current-year approved uniform,
4. Uniform shirt is to be tucked in to the pant waist band,
5. Uniform pants having belt loops are to be worn with a belt,
6. Use only approved accessories such as hat, cap, gloves, jackets, coats, shoes, belt and other items as specified.

Detailed guidelines are provided by the assigned department.

Department Heads –

- Monday through Thursday – Formal business attire for women and men unless activities indicate business casual dress is appropriate.
 - Formal business attire for men is a suit, sport coat or blazer with slacks. All are to be worn with a tie.
 - Formal business attire for women is a suit, jacket, blazer or sweater with skirt or slacks.
- Friday – Business casual attire unless activities indicate formal business attire is appropriate.

Office Environment – Appropriate Clothing for Men

- Casual or dress slacks (chinos/khakis, wool, cotton, linen, or corduroy)
- Belts are to be worn with pants that have belt loops.
- Pant waistlines must provide adequate coverage when sitting, stooping, bending or reaching,
- Dress Shirts, casual collared shirts, Polo-type shirts, sweater with collared shirt, turtleneck.
- Shirts are to be worn tucked in unless they are designed to be worn untucked. Sweaters may be worn un-tucked.



Human Resources Policies and Procedures Personal Appearance

Policy #: 14.16
Policy Date: 10/01/2016
Revision Date: 10/01/2016

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- Shirts should provide modest coverage and be buttoned unless they are worn as an outer layer over a shirt meeting the guidelines in this policy.
 - Shoes (loafers, oxfords, boots) and socks. Shoes should be in clean, polished and in good repair.
 - Formal business wear (suit or blazer) with tie is appropriate when desired.

Office Environment – Appropriate Clothing for Women

- Casual or dress slacks (chinos/khakis, wool, cotton, linen or corduroy),
- Dress Capri pants,
- Dresses or skirts,
- Dress or "formal" knit t-shirt, tank and sleeveless tops that are specifically designed for layering with shirts, tunics or jackets. These tops must be worn under a shirt, tunic or jacket.
- Belts must be worn with pants, dresses and skirts that have belt loops.
- Skirt hemlines should be of sufficient length to provide adequate coverage when stooping, bending, or reaching.
- Skirt and pant waistlines must provide adequate coverage when sitting, stooping, bending or reaching.
- Collared shirts, blouses, turtlenecks or sweaters.
- Shirts and blouses must be tucked in unless they are designed to be worn untucked. Sweaters may be worn un-tucked.
- Shirts and blouses should be buttoned and provide modest coverage unless they are worn as an outer layer over a shirt meeting the guidelines in this policy.
- The neckline on all apparel should provide modest coverage and be appropriate for a professional business environment.
- Dress shoes with or without heels, loafers, slides, open-toed shoes, boots and dress sandals.

All Employees – The following articles of clothing, styles of clothing and personal appearance styles are unacceptable:

- Unnatural hair colors. For example; blue, pink, green, purple, etc.
- Extreme hair styles such as having shaved sides or a Mohawk. Also prohibited are designs, symbols or words cut into the hair.
- Visible tattoos or body art. Employees are required to cover all body art while working.
- Athletic or exercise wear of any kind. This includes any type of workout pant, short, shirt and jacket, yoga clothing, sweatshirts, bike shorts and team jerseys.
- T-shirts that contain pictures, slogans or writing. This includes as an undergarment covered by an outer shirt, sweater or jacket. Exception is for uniformed employees required to wear a Town of Collierville logoed t-shirt that is a component of the approved uniform.
- Casual Capri pants.
- Tank tops, sleeveless t-shirts, halter, tube or crop tops.
- Beach shoes, swim shoes, flip-flops, thongs, other beach-type footwear, bedroom slippers.
- Crocs and other plastic or rubberized footwear.
- Backless or strapless tops or dresses that are not covered by an appropriate jacket, shirt or sweater.
- See-through fashions.
- Extremely tight or loose-fitting clothes.
- Body-con jackets, dresses, tops or pants.
- Bare feet.



Human Resources Policies and Procedures Personal Appearance

Policy #: 14.16

Policy Date: 10/01/2016

Revision Date: 10/01/2016

-
- Athletic (tennis, running, cross training, etc.) shoes. . (Note: The Town Administrator may make an exception for specific instances).
 - Shoes without socks for men.
 - Pants, shorts, or skirts worn below the waistline. This includes, but is not limited to saggy pants, saggy shorts, ultra-low-rise pants, ultra-low-rise skirts and similar clothing.
 - Denim pants, shorts, skirts, dresses, shirts, jackets or any denim clothing of any color. (Note: The Town Administrator may make an exception for specific instances).
 - Ultra-short skirts (any skirt that is more than 5-6" above knee).
 - Sexually provocative clothing.
 - Necklines that reveal or expose; excessive cleavage, undergarments, chest or breast tattoos, chest or breast piercing.
 - Clothing with profanity, nude or semi-nude pictures; sexually suggestive slogans, cartoons, political slogans or drawings.
 - Caps, hats, visors and/or other head covering containing any logo, slogan or message other than those that are part of an officially approved Town of Collierville uniform.
 - Party clothes (any dress, pant outfit, hose, or shoes that would be considered "after work wear").
 - The observable lack of undergarments and/or exposed undergarments.
 - Shorts and skorts.
 - Clothing that is worn, torn, tight, dirty, stained, patched, revealing, distracting or generally unprofessional.

Responsibilities

Managers

1. Ensure employees comply with dress code guidelines.
2. Counsel and discipline employees who violate policy, as appropriate.
3. Notify Human Resources in writing identifying specifically any more stringent dress code requirements.

Employees

1. Wear attire that complies with this policy.

SEALED BID No. TC2017-02
DUE DATE: 03-23-2017



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-2017-02

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE **THURSDAY, MARCH 23, 2017, 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 #)

Position Category	(Bill Rate) Per Hour Charge*	(Bill Rate) Per Hour Charge/Overtime*
Secretarial Clerical (Routine)		
Secretarial Clerical (Intermediate/Advanced)		
Professional		
Laborer (Construction Trades)		
Laborer (Other)		
Technical		
Skilled Trade		
School Crossing Guard		
Animal Shelter Technician		
Driver (On-Road CDL)		
Driver (Off-Road)		

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: _____

* Per hour charge and overtime are to be set at fixed rate. A range for charges will not be accepted and bids with a range for each category will be rejected.

SEALED BID No. TC2017-02
DUE DATE: 03-23-2017



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

SECTION V

IRAN DIVESTMENT ACT COMPLIANCE

TOWN OF COLLIERVILLE IRAN DIVESTMENT ACT COMPLIANCE

The Iran Divestment Act of 2016, effective as of July 1, 2016, is codified at Tenn. Code Ann. § 12-12-101 *et seq.* The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the TOWN, from entering into contracts with persons or entities engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in Tenn. Code Ann. § 12-12-105, a person engages in investment activities in the energy sector of Iran if:

(1) The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(2) The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to § 12-12-106, as a person engaging in investment activities in Iran as described in this section.

This Act requires the State of Tennessee's chief procurement officer to publish on the State's web site a list of persons it determines engage in investment activities in Iran (the "Prohibited Entities List"). The initial list will be published within 120 days after the effective date of the Act (July 1, 2016).

Any BIDDER that is on the Prohibited Entities List will be ineligible to contract with the TOWN.

Pursuant to the Act, any BIDDER that attempts to contract with the TOWN must certify, at the time the bid is submitted, that the BIDDER is not identified on the Prohibited Entities List.

A bid shall not be considered for award, nor shall any award be made where the BIDDER fails to submit a signed and verified Bidder's Certification.

**BIDDER’S CERTIFICATION OF COMPLIANCE WITH
IRAN DIVESTMENT ACT**

Tenn. Code Ann. § 12-12-101 *et seq.*

Comes _____, for and on behalf of
(Printed name of Principal Officer of Company)

_____, (the “Company”) and, after being duly
authorized by the Company so to do, makes oath that:

By submission of this bid, each bidder and each person signing on behalf of any
bidder certifies, and in the case of a joint bid each party thereto certifies as to its
own organization, under penalty of perjury, that to the best of its knowledge and
believe that each bidder is not on the list created pursuant to § 12-12-106.

Signature

Title: _____

Sworn to and subscribed before me, a Notary Public, this ____ day of _____,
20____.

Notary Public

My Commission Expires:

SEALED BID No. TC2017-02
DUE DATE: 03-23-2017



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

SECTION VI

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. TC2017-02
DUE DATE: 03-23-2017



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

SECTION VII
VENDOR NOTIFICATION LIST

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

Vendor Notification List
TC2017-02, Temporary Employment Services
Commodity Code: 961-30 (Employment Agency and Search Firm Services)

Vendor ID	Vendor Name	Address	City	State	Postal Code	Contact Name	Phone	Fax	Email Address
00001814	Abacus Corporation	610 Gusryan Street	Baltimore	MD	21224	Drew Davanzo	(800)230-0043	(410)633-1976	dd@abacuscorporation.com
00004755	Alliance Services, Inc.	12029 Mott Street	Arlington	TN	38002	Robin Webb	(901)860-4213		robinwebb@alliancesrvcs.com
00001797	ASK Staffing, Inc.	3805 Crestwood Parkway Suite 260	Duluth	GA	30096	Manish Karani	(770)813-8947	(770)670-6337	mkarani@askstaffing.com
00002951	Career Pro Drug Screening	2838 Hickory Hill, Suite 29	Memphis	TN	38115	Stan Chaney	(901)888-1131	(901)888-1132	stan@careerprodrugscreening.com
00001800	CareersUSA, Inc.	6501 Congress Avenue Suite 200	Boca Raton	FL	33487	Deborah Guller	(561)995-7000	(561)995-7001	jjohnson@careersusa.com
00002343	CORPORATE STAFFING SERVICES	811 PENDLETON ST	GREENVILLE	SC	29601	NANCY SMITH	(864)250-0403	(864)250-0407	nsmith@corporate-servicesc.com
00001799	Davron Staffing Inc	4202 W Linebaugh Ave	Tampa	FL	33624	Robert Bellucci	(813)964-9661		rbellucci@davron.net
00000899	Kelly Services	255 New Byhalia Road Suite 107	Collierville	TN	38017	Bonnie Allman	(901)853-1051	(901)853-8469	5625@kellyservices.com
00001794	LGS Staffing	3140 Tchlahoma Rd Suite 12	Memphis	TN	38118	Matt Ricksgers	(770)234-0880	(678)209-0452	jerry@lgsstaffing.com

Vendor ID	Vendor Name	Address	City	State	Postal Code	Contact Name	Phone	Fax	Email Address
00001795	Maxim Healthcare Services d/b/a Maxim Staffing Solutions	6263 Poplar Avenue Suite 410 ATTN: Ryan Jessup	Memphis	TN	38119	Ryan Jessup	(901)415-6188	(901)415-6167	memphisstaffing@maxhealth.com
00003207	Medical Staffing Network Healthcare, LLC.	4525 Weaver Parkway Suite 310 4525 Weaver Parkway	Warrenville	IL	60555	Michael Bernard	(800)223-9230		rfps@msnhealth.com
00001822	Medical Staffing Network, Inc.	P. O. Box 1635	Covina	CA	91722	Angie Sandoval	(888)966-5062		angiesandoval@msnhealth.com
00003053	Memphis Consumer Credit Association, Inc.	P.O. Box 172086	Memphis	TN	38187	Stephen Bramlitt	(901)321-6750	(901)321-6789	sbramlitt@mccacompanies.com
00002333	P.I.E. Management, L.L.C.	5601 Bridge Street Suite 336	Fort Worth	TX	76112	William Phillips	(817)492-7009	(817)492-7010	info@piemanagement.com
00000510	Professional Staffing - ABTS, Inc. dba Able Body Labor	P.O. Box 4699	Clearwater	FL	33758	Juliette Lopez	(727)724-2600	(727)771-9632	john.wirsen@ablebody.net
00001517	PSC Staffing Co.	3731 S. Mendenhall Rd.	Memphis	TN	38115	Chris Bramlett	(901)461-1624	(901)794-4421	chrisbramlett@pscstaffing.com
00002360	PSP Solutions, LLC	8705B Northwest Drive Suite 10	Southaven	MS	38671	Jennifer Piper	(662)342-7558	(901)746-5253	jpiper@pspsolutionsllc.com
00000304	Sedona Staffing	648 W Poplar	Collierville	TN	38017	Jerry Thomas	(901)854-2212	(901)854-4400	jthomas@sedonagroup.com
00001919	Stewart Staffing Support Services, Inc.	6 Sickles Avenue, Suite 206	New Rochelle	NY	10801	Colleen Alecia	(914)738-0200	(914)738-0292	colleen@stewartstaff.net

Vendor ID	Vendor Name	Address	City	State	Postal Code	Contact Name	Phone	Fax	Email Address
<u>00001807</u>	US Tech Solutions	10 Exchange Place, Suite 1820	Jersey City	NJ	07302	Sneha Ahuja	(201)524-9600 Ext. 361	(201)524-9601	rfp@ustechsolutions.com

SEALED BID No. TC2017-02
DUE DATE: 03-23-2017



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

SECTION VIII

REFERENCE SHEET

TOWN OF COLLIERVILLE

REFERENCE SHEET FOR BID NO. TC2017-02

Each bidder shall submit with their bid a list of at least six (6) customers, which contracted services similar to what we are specifying herein sometime during the past twelve months. The listing shall include a contact name with phone number, since it is the intent of the Town of Collierville to call all names submitted for verification and recommendations.

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

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

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

TOWN OF COLLIERVILLE	
REFERENCE SHEET FOR BID NO. TC2017-02	
<p>Each bidder shall submit with their bid a list of at least six (6) customers, which contracted services similar to what we are specifying herein sometime during the past twelve months. The listing shall include a contact name with phone number, since it is the intent of the Town of Collierville to call all names submitted for verification and recommendations.</p>	
(4)	NAME OF COMPANY:
	ADDRESS:
	PHONE NUMBER:
	CONTACT:

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

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

SEALED BID No. TC2017-02
DUE DATE: 03-23-2017



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

SECTION IX

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-2017-02

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE **THURSDAY, MARCH 23, 2017, 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 #** 304

(See Public Notice Form for Information on Obtaining a Vendor #)

Position Category	(Bill Rate) Per Hour Charge*	(Bill Rate) Per Hour Charge/Overtime*
Secretarial Clerical (Routine)	\$11.88	\$17.82
Secretarial Clerical (Intermediate/Advanced)	\$13.20	\$19.80
Professional	\$15.96	\$23.94
Laborer (Construction Trades)	\$11.88	\$17.82
Laborer (Other)	\$11.88	\$17.82
Technical	\$16.56	\$20.84
Skilled Trade	\$14.91	\$22.21
School Crossing Guard	\$11.88	\$17.82
Animal Shelter Technician	\$11.88	\$17.82
Driver (On-Road CDL)	\$20.10	\$29.87
Driver (Off-Road)	\$20.10	\$29.87

DELIVERY PROMISED: 1-3 DAYS GENERAL LABOR - 1-2 WEEKS FOR SKILLED LABOR 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 ___%; 45 calendar days, ___%; 60 calendar days ___%; 90 calendar days ___%; ___ calendar days ___%.

FIRM'S NAME: SEDONA STAFFING ADDRESS: 336 POPLAR VIEW PARKWAY, SUITE 3

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

CITY: COLLIERVILLE STATE: TENNESSEE ZIP: 38017

TELEPHONE: 901-854-2212 FAX: 901-854-4400 EMAIL: jthomas@sedonagroup.com

NAME: JERRY THOMAS TITLE: AREA SALES MANAGER

AUTHORIZED SIGNATURE:  DATE: 3-21-17

* Per hour charge and overtime are to be set at fixed rate. A range for charges will not be accepted and bids with a range for each category will be rejected.

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

1.0 PURPOSE:

The Town of Collierville, TN (Town) is seeking to enter into an agreement with a temporary employment agency for the purpose of providing secretarial clerical, professional, laborers, technical staff and skilled trade workers. The Town will on occasion need staff to work during Town employee's vacations, illnesses or position vacancies. In addition, the awarded agency would be required to provide a replacement if a regularly scheduled agency employee is out for any reason.

It is the desire of the Town to contract with one (1) agency, however, given the broad range of workers required for this bid, the Town, at its discretion, may elect to use two (2) or more separate agencies to best meet its needs. Notice will be given to the primary contractor of the necessity to do so.

2.0 PRE-BID CONFERENCE:

A pre-bid conference will be held on February 7, 2014 10:00 AM Central Time in the Collierville Town Hall Board Chambers located at 500 Poplar View Parkway; Collierville, TN. Bidders are strongly encouraged to attend this conference and to submit written questions in advance of the conference to the Buyer. Additional written questions may be submitted at the conference. A public log will be kept of the names of Bidders that attended the pre-bid conference.

Attendance at the pre-bid conference is not a prerequisite for submission of a bid.

3.0 TOWN'S RESPONSIBILITIES:

When requesting a temporary employee the Human Resources Department will be responsible for providing the Agency with the following information:

- Department/Division requesting services
- Job classification of the individual needed (specific duties)
- The location of the work site
- The working hours
- The appropriate attire to be worn
- The person to whom the temporary employee reports
- The approximate length of time the temporary employee will be needed

4.0 CONTRACTOR'S RIGHT TO INSPECT:

The contractor shall have the right to inspect any facility or project site where the services performed under the resultant contract are performed.

5.0 SPECIFICATIONS:

For this bid, an example of positions for each category are listed below. Please specify if your agency offers the following:

Yes No Secretarial/Clerical (Routine Office and Basic Computer Skills)
Clerk/Receptionist, Customer Service Clerk, Office Assistant, Administrative
Specialist, Deputy Court Clerk, Records Clerk

Yes No Secretarial/Clerical (Intermediate/Advanced Office Skills and Intermediate
Computer Skills) – Sr. Administrative Specialist, Sr. Customer Service Clerk,

- Human Resources Technician, Executive Assistant, Accounts Payable, Accounting Technician, Payroll Clerk
- Yes No Professional – Accountant, Planner, GIS Technician
- Yes No Technical – Lab Technician, Computer Support Technician, Building Inspectors
- Yes No Skilled Trades – Carpenter, Electrician, Plumber, HVAC Mechanic
- Yes No School Crossing Guard
- Yes No Animal Shelter Technician
- Yes No Laborer (Construction Trades) - Laborer working in construction trades (e.g., Public Services- Sanitation, Electrical and Plumbing).
- Yes No Laborer (Other) – General Laborer (e.g., providing general janitorial services and clean out of animal pens for the Animal Shelter, working for the Parks Department cutting grass).
- Yes No Driver (On Road) – CDL Driver w/ signed Sedona's Drivers Agreement.
- Yes No Driver (Off Road) – Heavy Equipment Operator, Front End Loader, Dozer, Track Hoe

Vendor is to mark each section below by marking comply or giving a brief explanation of the exception taken.

- 5.2 Agency employees assigned to the Town will be required to follow the rules and regulations of a regular paid employee of the Town, including the personal appearance policy (see attached), personal grooming (no facial/tongue piercing, no tattoos on face, neck, below the elbow or knee unless covered) and other specifics applicable to each position.
Comply: Exception: _____
- 5.3 When required for work to comply with OSHA requirements the temporary employee will wear steel toe safety shoes. The requesting department will notify the temporary agency that this is a requirement of the job. The employee will be responsible for supplying his/her own safety shoes.
Comply: Exception: _____
- 5.4 The Town is a "drug free workplace"; all temporary personnel assigned to the Town will have been appropriately screened. A written notice attesting to negative test results will be forwarded to the Human Resources Department via fax (901-457-2295) before the end of the first day of work.
Comply: Exception: _____
- 5.5 The agency will certify that all temporary driver (on/off road) employees have a current and valid driver's license with appropriate endorsements. A written notice attesting that the temporary employee has current valid driver's license will be forwarded to the Human Resources Department via fax (901-457-2295) prior to placement.
Comply: Exception: _____
- 5.6 The agency will comply with DOT requirements.
Comply: Exception: _____
- 5.7 The agency will comply with EEO requirements. (Provide statement with bid submittal.)
Comply: Exception: _____
- 5.8 The agency will comply with all State and Federal laws pertaining to hiring all employees. The agency will also be responsible for the completion and verification of an I-9 form for all employees.
Comply: Exception: _____
- 5.9 The agency will comply with Title VI requirements. (Provide statement with bid submittal.)
Comply: Exception: _____

- 5.10 The agency will be responsible for verifying all professional requirements, certificates or endorsements required by the Town prior to placement of temporary employee. These items will be submitted to the Human Resources Department upon supplying such a temporary employee.
Comply: Exception: _____
- 5.11 The Agency shall provide a time card for the temporary personnel to bring with them to the Town requested position. The temporary employee will fill out the time card and a Supervisor for Town will sign the time card.
Comply: Exception: _____
- 5.12 The agency will provide upon request, to the Human Resources Department, a usage report including each personnel category, total number of days filled and costs charged to the Town.
Comply: Exception: _____
- 5.13 Agency employees assigned to the Town shall be considered an employee of the Agency. The Agency shall be responsible for all payroll, payroll taxes etc. for the employee.
Comply: Exception: _____
- 5.14 The Town reserves the right to refuse any personnel sent by the Agency and request alternate personnel.
Comply: Exception: _____
- 5.15 The agency will conduct a criminal background check for all positions, and for positions that require contact with anyone under the age of 18 a national sex offender registry background check must also be completed. A written notice attesting that a criminal background check and/or sex offender national registry background check was obtained and a copy of the findings sent to the Human Resources Department via fax (901-457-2295) before the end of the first day of work. This written notice will be faxed prior to placement for any person who will be assigned.
Comply: Exception: _____
- 5.16 The Town will not pay for any time missed for temporary employees placed through the agency and Town holidays as per Town schedule including:
- | | |
|---|-----------------------------|
| New Year's Day | January 1 |
| Martin Luther King, Jr. Day | Third Monday in January |
| Good Friday | |
| Memorial Day | Last Monday in May |
| Independence Day | As recognized by the Town |
| Labor Day | First Monday in September |
| Thanksgiving Day | Fourth Thursday in November |
| Day after Thanksgiving | Fourth Friday in November |
| Christmas Eve | As recognized by the Town |
| Christmas Day | As recognized by the Town |
| Other holiday as approved by the Mayor and Board of Aldermen. | |
- Comply: Exception: _____
- 5.17 The Town, at its discretion, may hire temporary employees for the position they are working or other position deemed appropriate by the Town. The Town agrees that it will not hire the temporary employee until they have been in placement with the Town for thirty (30) consecutive calendar days. Comply: Exception: _____
- 5.18 In the event that the Town desires to hire a Temporary Agency employee in less than thirty (30) consecutive calendar days, they may do so and will pay the agency an amount equal to one (1) week of the employee's placement fees.
Comply: Exception: _____

- 5.19 The Town may freely hire, at its discretion, any employee from the Temporary Agency that applies for a vacant position, providing that the employee has not worked regularly for the Town (four (4) days or less in a thirty-day period). If The Town hires following the guidelines of this provision the Town will not be responsible for the fees mentioned above.
Comply: Exception: _____
- 5.20 In the event that a person associated with the Temporary Agency applies for a permanent position with the Town and is then placed for assignment at the Town by the Temporary Agency, the Town may hire the person without being responsible for the above fees, providing the applicants employment application is dated prior to the date of assignment by the Temporary Agency to the Town.
Comply: Exception: _____
- 5.21 The Town at its discretion may directly hire temporary employees to fill any vacancy without using the contracted Temporary Agency.
Comply: Exception: _____

6.0 HEALTH INSURANCE:

If the temporary employee works thirty (30) or more hours in a week, the agency must provide health insurance to the temporary employee in accordance with Patient Protection and Affordable Care Act (PPACA) guidelines.
Comply: Exception: _____

7.0 INSURANCE:

Unless otherwise required by Special Conditions of this Invitation To Bid, if a contract is awarded, the bidder will be required to purchase and maintain during the life of the contract, Comprehensive General Liability insurance, Comprehensive Automobile Liability insurance, and Worker's Compensation insurance with limits of not less than those set forth in the Contract attached as Section VIII of this Invitation To Bid

The bidder shall provide the Town with Certificates of Insurance evidencing the coverages required above. Such certificates shall provide that the Town be given at least 30 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. Bidder must provide Certificates of Insurance before commencing work in connection with the contract.

The providing of any insurance required herein does not relieve the bidder of any of the responsibilities or obligations assumed by the bidder in the contract awarded or for which the bidder may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. Unless otherwise required by Special Conditions of this Invitation to Bid, if a contractor is awarded, the bidder will be required to purchase and maintain during the life.

8.0 QUALIFICATIONS OF BIDDER:

All bidders must be financially stable and experienced and the Town will, among other things, consider such factors in determining to whom the bid shall be awarded.

9.0 REFERENCES:

Each bidder shall submit with their bid a list of at least six (6) customers, which have contracted similar services within the last twelve months. The listing shall include a contact name and phone number.