

# **TOWN OF COLLIERVILLE**

GENERAL SERVICES DEPARTMENT  
500 POPLAR VIEW PARKWAY  
COLLIERVILLE, TENNESSEE 38017

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



## **INVITATION TO BID**

**BID DESCRIPTION: WATER TREATMENT CHEMICALS**

**BID NUMBER: TC2014-10**

**DUE DATE: No Later Than**

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

**TUESDAY**  
(Day)

**APRIL 15, 2014**  
(Date)

**SEALED BID No. TC2014-10  
DUE DATE: 04-15-2014**

## **TABLE OF CONTENTS**

<b>LEGAL NOTICE TO BIDDERS</b>	<b>SECTION I</b>
<b>GENERAL TERMS AND CONDITIONS</b>	<b>SECTION II</b>
<b>DETAILED REQUIREMENTS / SPECIFICATIONS</b>	<b>SECTION III</b>
<b>BID RESPONSE FORM</b>	<b>SECTION IV</b>
<b>TITLE VI</b>	<b>SECTION V</b>
<b>VENDOR LIST</b>	<b>SECTION VI</b>
<b>REFERENCES LIST</b>	<b>SECTION VII</b>
<b>CONTRACT FOR SERVICES AND/OR PRODUCTS</b>	<b>SECTION VIII</b>
<b>TOWN OF COLLIERVILLE BID ENVELOPE</b>	<b>ATTACHMENT</b>

**SEALED BID No. TC2014-10**  
**DUE DATE: 04-15-2014**



**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 # TC2014-10 “WATER TREATMENT CHEMICALS”**

Complete bid packages are available from the Purchasing Division, 500 Poplar View Parkway, Collierville, TN 38017, Monday through Friday, 8 a.m. to 5 p.m. Interested parties may visit the Purchasing Division’s Bid and RFP webpage at <http://www.collierville.com/general-services-departments-97/bids-rfps> for further solicitation information and to obtain the project’s official bid/RFP distribution form by clicking on the bid/RFP/RFSOQ number. The completed distribution form should be returned by facsimile request at 901-457-2258; or by email to [tocpurchasing@ci.collierville.tn.us](mailto:tocpurchasing@ci.collierville.tn.us).

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

*\*The Vendor Number may be obtained by accessing the Town’s vendor registration site and registering as a Town of Collierville vendor at <http://tocpurchasing.collierville.com/bsa>. If you are a registered vendor of the Town of Collierville, but have forgotten or misplaced your vendor number, please visit <http://www.collierville.com/general-services-departments-97/bids-rfps> and click on the “Vendor Information” link on the right hand side of the page. If you have any questions regarding the Vendor Number, please call the Purchasing Division at (901) 457-2261.*

Deadline for sealed bids, submitted to the Purchasing Division, 500 Poplar View Parkway, Collierville, TN 38017, is **Tuesday, April 15, 2014 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: **TC2014-10 – “WATER TREATMENT CHEMICALS”**

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. TC2014-10**  
**DUE DATE: 04-15-2014**



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

## **SECTION II**

# **GENERAL TERMS, CONDITIONS & INSTRUCTIONS**

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

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

**1.0 PREPARATION OF BIDS:**

- 1.1 **In order to maintain accurate data on each vendor receiving an Invitation to Bid, it is requested that the vendor receiving an invitation, but not wishing to bid, complete and return the attached NO BID REPLY FORM which is part of this section (Refer to page 8 of 8). This information will not preclude receipt of future invitations unless the vendor requests that the firm's name be removed from the Town's Vendor Database or the vendor does not return either this form or a bonafide bid.**

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

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

**2.0 BID SUBMITTAL INFORMATION:**

- 2.1 The bid response document and the other documents contained in this bid packet are legal documents; if the bidder does not understand any of them, the bidder should consult with its attorney. Only the document forms in this bid packet may be used.
- 2.2 A bid shall be invalid if the bidder fails to deposit it in the designated location prior to the time and date for receipt of bids as indicated in the Legal Notice to Bidder(s). The Town will not consider any bid received at the Town's designated location for the bid opening after the exact time specific for receipt. The Town reserves the right to consider bids determined by the Town, in the Town's sole discretion, to have been received late due to mishandling by the Town after receipt of the bid and prior to any award.
- 2.3 A bidder may modify or withdraw a bid by an appropriate document executed and delivered to the Purchasing Division at any time prior to the opening of bids.
- 2.4 **Please Note:** As a part of doing business with the Town of Collierville, Tennessee, each individual, company or organization is required to obtain a Vendor Number to reference when submitting a Bid Response Form. The Vendor Number may be obtained by accessing the Town's vendor registration site and registering as a Town of Collierville vendor at <http://tocpurchasing.collierville.com/bsa>. If you have any questions regarding the Vendor Number, please call the Purchasing Division at (901) 457-2261.
- 2.5 Submit bids (1) in a Town of Collierville Official Bid Envelope with your company's name and address, (2) the Town of Collierville sealed bid number and project title and (3) closing time and due date of bid.

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

### **3.0 CRITERIA OF AWARD:**

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

### **4.0 SPECIFICATIONS:**

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

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

#### **5.0 PRICING AND PAYMENT TERMS:**

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

#### **6.0 DELIVERY:**

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

#### **7.0 LIABILITIES:**

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

#### **8.0 GRATUITIES:**

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

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

**9.0 SAMPLES:**

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

**10.0 CONFLICT OF INTEREST:**

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

**11.0 TAXES:**

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

**12.0 BRAND NAMES:**

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

**13.0 DEFAULT BY BIDDER:**

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

**14.0 BID BONDS AND INSURANCE:**

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

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

**15.0 THIRD PARTY ASSIGNMENT:**

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

**16.0 LIEU, CLAIMS OR ENCUMBRANCE:**

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

**17.0 DOCUMENTS INCLUDED IN CONTRACTS:**

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

**18.0 INSPECTION:**

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

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

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

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

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

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

**21.0 TITLE VI INFORMATION:**

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

**22.0 COLLUSION:**

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

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

**23.0 BID PROTEST:**

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

**24.0 AVAILABILITY OF APPROPRIATED FUNDS:**

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

**25.0 BID WITHDRAWAL:**

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

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

**26.0 TIE BID:**

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

**27.0 QUESTIONS AND INQUIRES:**

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

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

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

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

**STATEMENT OF NO BID**

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

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

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

---



---



---



---

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

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

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

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

**SEALED BID No. TC2014-10  
DUE DATE: 04-15-2014**



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

## **SECTION III**

### **DETAILED REQUIREMENTS / SPECIFICATIONS**

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

**1 SCOPE OF SERVICES**

The Town of Collierville is seeking bids, with the intent to secure a term contract for the following water treating chemicals:

- 1.1. Vertically Hydrated Lime
- 1.2. Sodium Fluoride
- 1.3. Sodium Hydroxide, Diaphragm Grade 25%
- 1.4. Sodium Bisulfite
- 1.5. Sodium Hypochlorite 12%

This is not an all or none bid. The Town may choose to purchase chemicals from more than one vendor.

**2 QUALIFICATIONS OF BIDDER**

- 2.1. All bidders must be financially stable and the Town will, among other things, consider such factors in determining to whom the bid shall be awarded.
- 2.2. Bidder shall be a stocking distributor of specified chemicals.

**3 CHEMICAL SPECIFICATIONS & COMPONENT ANALYSIS**

**3.1. VERTICAL HYDRATED LIME**

Specification: CH002  
Container 50 lb. Bag  
Meets ANSI/NFS Standard 60 to 20 ppm dosage

Chemical Analysis:

<u>Item</u>	<u>Concentration</u>	<u>Units</u>	<u>Limit</u>
Total CA(OH) <sup>2</sup>	96.5	%	Min
Moisture	1.0	%	Max
-325 Mesh	98.0	%	Min
Appearance	White Powder	-	-

**3.2. SODIUM FLUORIDE**

Specification: CH003  
Container 50 lb. Bag  
Meets ANSI/NFS Standard 60 to 5 ppm dosage

Chemical Analysis:

<u>Item</u>	<u>Concentration</u>	<u>Units</u>	<u>Limit</u>
Sodium Fluoride (NaF)	97.0	%	min
Insolubles	0.6	%	max
Moisture	0.5	%	max
+20 Mesh	2.0	%	max
-40+100 Mesh	50.0	%	min
-325 Mesh	5.0	%	max
Appearance	White Granular	-	-

### 3.3. SODIUM HYDROXIDE, DIAPHRAGM GRADE 25%

Specification: CH006

Container: 55 gal. Reusable drum OR 300 gal. Semi-bulk OR Bulk delivery

Chemical analysis:

<u>Item</u>	<u>Concentration</u>	<u>Units</u>	<u>Limit</u>
Sodium Hydroxide (NaOH)	24.0 – 26.0	%	-
Sodium Carbonate (Na <sup>2</sup> CO <sup>3</sup> )	0.2	%	max
Sodium Chloride (NaCl)	0.7	%	max
Iron (Fe)	5.0	ppm	max
Appearance	Clear Liquid	-	-

### 3.4. SODIUM BISULFITE

Specification: CH008

Container: Small bulk delivery to be pumped into Town's 735 gal. tank

Chemical analysis:

<u>Item</u>	<u>Concentration</u>	<u>Units</u>
Product Concentration	38.0 – 42.0	% wt.
Specific Gravity	1.31 – 1.38	-
pH	3.8 – 5.0	-
Appearance	Liquid	-

### 3.5. SODIUM HYPOCHLORITE

Specification: CH009

Container: 55 gal. drum

Chemical analysis:

<u>Item</u>	<u>Concentration</u>	<u>Units</u>	<u>Limit</u>
Available Chlorine	10.0 – 13.0	% vol.	-
Sodium Hydroxide	0.4	%	max
Specific Gravity	1.159		min
Iron (Fe)	0.5	ppm	max
Appearance	Liquid	-	-

## 4 DELIVERY

- 4.1. All items shall be delivered to F.O.B. destination with delivery costs and charges included in the bid unless otherwise stated in the specifications or proposal. The term F.O.B. destination shall mean delivered and unloaded with all charges for transportation and unloading paid by the vendor.

All orders shall be delivered within two (2) days from receipt of the purchase order. Deliveries must be arranged in advance with a minimum two (2) hour notice to ensure that a Town representative will be present at the water plant facility to accept the delivery.

- 4.2. The following chemicals, Chlorine Gas, Vertically Hydrated Lime and Sodium Fluoride, are to be delivered to each of the Town’s five water treatment facilities:
  - 4.2.1. Water Plant #1      124 N. Main Street
  - 4.2.2. Water Plant #2      45 S. Byhalia Road
  - 4.2.3. Water Plant #3      800 Frank Road
  - 4.2.4. Water Plant #4      4525 Fleming Road
  - 4.2.5. Water Plant #5      530 Distribution Parkway

Due to the Town’s water plant facility limitations, all deliveries must be made by use of a bob truck. A twenty-four (24) foot truck may also be accepted. However, it is the vendor’s responsibility to verify the delivery restrictions at each water treatment plant location. Failure to comply with this requirement will not relieve the successful bidder of his obligation to carry out the scope of the resulting contract. Deliveries must be arranged in advance to ensure that a Town representative will be present at the water plant facility. A Town representative shall be present during all deliveries for verification.

- 4.3. Chlorine Gas, Vertically Hydrated Lime, Sodium Hydroxide Diaphragm Grade, Sodium Bisulphite, and Sodium Hypochlorite 12% shall be delivered to the following waste water treatment plant (WWTP) locations:
  - 4.3.1. Shelton Road WWTP      136 E. Shelton Road
  - 4.3.2. Northwest WWTP      1500 Wolf River Boulevard
- 4.4. The individual orders will vary by chemicals and quantities. Each Town water treatment and wastewater treatment facility places orders on an as needed basis.
- 4.5. The awarded contractor warrants the products furnished to be of the highest quality, complying with specifications and free from all defects in materials. The Town reserves the right to reject, at the contractor’s expense, any shipments that fail to meet or comply with the chemical specifications as stated in Section 2.

5 CONTRACT DURATION

This contract shall be for a period of one year with an option to extend for three years, one year at a time for a total of four years. Renewals will be activated upon the Town of Collierville’s request.

6 PRICE ADJUSTMENTS

- 6.1. Producer Price Index (PPI)
  - 6.1.1. Price adjustments may be authorized for line items and miscellaneous services based upon the latest version of the Producer Price Index (PPI) for Basic Inorganic Chemicals, WPU0613, as published by the U.S. Department of Labor, Bureau of Labor Statistics.
  - 6.1.2. Price adjustments may be requested only at the time of contract renewal.

- 6.2. Methodology
 

Price adjustments for line items and miscellaneous services shall be calculated by applying the simple percentage method to the PPI data. This method is defined as dividing the index value at the time of the calculation (latest version of the PPI published as of the date of request for price adjustment) by the index value of base period (final published data of the PPI for the base period (date of award), then multiplying the sum by the base price (price at the time of award). Formula is as follows:

$$\begin{array}{r}
 \text{Index value at} \\
 \text{Time of calculation} \\
 \hline
 \text{Index value of} \\
 \text{Base period}
 \end{array}
 \times
 \begin{array}{r}
 \text{price at} \\
 \text{time of award} \\
 \hline
 \text{adjusted} \\
 \text{price}
 \end{array}
 = \text{price}$$

### 6.3. Price Increases

- 6.3.1. Supplier may request a price increase for line items and miscellaneous services in accordance with the methodology outlined in this section for the second, third, and fourth twelve (12) month periods of the forty-eight (48) month contract period. A price increase may be requested only at the time of the contract renewal.
- 6.3.2. To request a price increase, Supplier must submit a letter stating the amount of the increase to the Town of Collierville Director of General Services thirty (30) days prior to the contract renewal date. The letter must illustrate the methodology as outlined in this section by stating the index value of base period, index value at time of calculation, base price, adjusted price, actual dollar difference, and percentage of the price increase.
- 6.3.3. The price increase shall become effective upon approval of the contract renewal and increase by the Town Board of Mayor and Aldermen.
- 6.3.4. If the Board of Mayor and Aldermen does not approve the Supplier's price increase, contract will remain in force as approved in prior year.

### 6.4. Price Decreases

- 6.4.1. If the PPI for Basic Inorganic Chemicals, WPU0613, as published by the U.S. Department of Labor, Bureau of Labor Statistics, has decreased during the term of the contract, or any renewals, the Supplier shall pass the decrease on to the Town in accordance with the methodology outlined in this section.
- 6.4.2. Supplier shall notify the Town Director of General Services of price decreases in the same way as for price increases set out above. The price decrease shall become effective upon approval of the contract renewal by the Town Board of Mayor and Aldermen.

## 7 SUBMISSION OF BID DOCUMENTS

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

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

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

- (1) **Comply and Exception, Section III**
- (2) **Bid Response Form, Section IV**
- (3) **Title VI Form, Section V (Optional)**
- (4) **Reference Sheet, Section VII**

**The Town requests that all bid documents be submitted in duplicate** to the Town of Collierville General Services Department, 500 Poplar View Parkway, Collierville, TN 38017 no later than 2:00:00 P.M. (local time) on Tuesday, April 15, 2014.

## 8 QUANTITIES

Quantities listed are the Town's best estimate of current requirements, but shall not bind it to purchase, accept or pay for more than its actual needs nor for any item for which funds are not available.

## 9 CERTIFICATES OF 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 for Services and/or Products, included as Section VIII of this 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.

#### 10 REQUIREMENTS AS TO MATERIALS, SELLER'S RESPONSIBILITIES AND WARRANTIES

Seller warrants and agrees that all materials supplied hereunder shall be manufactured and produced in compliance with the laws, regulations, codes, terms, standards and/or requirements of Underwriter's Laboratories Incorporated, all Federal, State and local authorities, and all other authorities having jurisdiction, and that performance of this order shall be in accordance with the above laws, regulations, codes, terms, standards, and/or requirements, and agrees upon request, to furnish buyer a certificate of compliance therewith in such forms as buyer may require.

#### 11 INDEMNITY

If contract is awarded, the successful bidder will be required to indemnify and hold the Town harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damages to property or injury to, or death of, any person, arising out of or attributable to the bidder's performance of the contract awarded.

Any property or work to be provided by the bidder under this contract or bid will remain at the bidder's risk until written acceptance by the Town; and the bidder will replace, at bidder's expense, all property or work damaged or destroyed by any cause whatsoever.

#### 12 SAFETY REQUIREMENTS

All safety equipment necessary to comply with all Federal, State and OSHA requirements shall be provided by the awarded contractor. The awarded contractor shall be responsible for the safe, clean delivery of the material in to the Town's storage tanks and/or facility. The awarded contractor shall be responsible for any damage to the Town's storage tank and feed system that is directly attributable to product quality or improper delivery practices. The awarded contractor shall provide prompt clean-up of any spills made during delivery.

The awarded contractor shall be responsible for the proper labeling of storage tanks in compliance with local, state and federal requirements. The awarded contractor shall not deliver the material into any tank or vessel which is not properly labeled.

#### 13 LIQUIDATED DAMAGES

By submitting a signed bid form and offering a fixed price bid for Water Treating Chemicals, bidder hereby understands and mutually agrees to the terms of this section.

If the successful bidder fails to deliver the Water Treating Chemicals within the time specified in their bid, the actual damages to the Town for the delay will be difficult or impossible to determine. The Town will deduct \$25.00 as fixed amount as liquidated damages for each calendar day of delay, the amount of \$25.00 per calendar day for said items not received per the delivery schedule set forth within the bid documents. The acceptance of awarded purchase order will serve as a binding contract including all bid documents for this provision.

The bidder shall not be charged with liquidated damages or any excess cost when the Town determines that the bidder is without fault and the bidders reasons for the time extension are acceptable to the Town; provided, further, that the bidder shall not be charged with liquidated damages or any excess cost when delay is due to unforeseeable cause beyond the control and without the fault or negligence of the bidder.

Provided, however, that the bidder shall, within forty-eight (48) hours from the delivery date notify the Town, in writing, of the causes of the delay, who shall ascertain the facts and extant of the delay and notify the bidder within a reasonable time of its decision in the matter.

#### 14 MATERIAL SAFETY DATA SHEETS

The awarded contractor, prior to the first delivery, shall furnish the Town with Material Safety Data Sheets and additional copies of product labels for the proposed water treating chemicals. The material is required at the beginning of the contract period, and will be the awarded contractor's responsibility to furnish additional information on their products should it become necessary.

#### 15 REFERENCES

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

**SEALED BID No. TC2014-10**  
**DUE DATE: 04-15-2014**



**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-2014-10**

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE **TUESDAY, APRIL 15, 2014, 2:00:00 P.M. (LOCAL TIME)** IN THE OFFICE OF THE DIRECTOR OF GENERAL SERVICES, 500 POPLAR VIEW PARKWAY, COLLIERVILLE, TENNESSEE 38017, AT WHICH TIME OR SOON THEREAFTER THE BIDS WILL BE PUBLICLY OPENED AND READ ALOUD IN THE TOWN BOARD CHAMBERS.

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

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

ITEM	UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT	
					DOLLARS	CENTS
1	50 lb Bag	165,000 lbs	Vertical Hydrated Lime			
2	50 lb Bag	40,000 lbs	Sodium Fluoride			
3	55 gallon Drum	37,000 lbs	Sodium Hydroxide 25%			
	-OR-	-OR-	-OR-			
4	300 gallon Semi-bulk	37,000 lbs	Sodium Hydroxide 25%			
	-OR-	-OR-	-OR-			
5	Bulk	37,000 lbs	Sodium Hydroxide 25%			
6	Small Bulk Delivery	31,000 lbs	Sodium Bisulfite			
7	55 gallon Drum	3,400 gal.	Sodium Hypochlorite 12%			
<b>LUMP SUM TOTAL</b>						

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

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

FIRM’S NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

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

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

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

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

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

**SEALED BID No. TC2014-10**  
**DUE DATE: 04-15-2014**



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

**SECTION V**

**TITLE VI INFORMATION**

**TITLE VI INFORMATION**

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

**VOLUNTARY TITLE VI AND TITLE IX FORM**

Attach form to sealed bid

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SEALED BID No. TC2014-10**  
**DUE DATE: 04-15-2014**



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

**SECTION VI**

**VENDOR LIST**

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

## Vendor List

## TC2014-10 Water Treatment Chemicals

Commodity Codes: 885-40 (Chlorinating and Oxidizing Agents: Bromohydantoins, Chlorolsocyanurates, Hypochlorites, etc.), 885-44 (Corrosion, Scale, and Sludge Control Chemicals: Alum, Amines (Morpholine, etc.), Sodium Sulphite, etc.), 885-78 (pH Control Chemicals: Caustic Soda, Lime, Muriatic Acid, Quicklime, Soda Ash, etc.), 885-84 (Sodium Hydroxide)

American Development Corporation  
Jamie Schutt  
P.O. Box 620  
Fayetteville, TN 37334  
Email: jamie@adc-chem.com  
Phone: (888)542-8561  
FAX: (931)438-2673

Industrial Chemicals, Inc.  
Jane Blankenship  
P.O. Box 660688  
Birmingham, AL 35266-0688  
Email: jane.b@industrialchem.com  
Phone: (205)823-7330  
FAX: (205)978-0485

Aulick Chemical Solutions, Inc  
Trent Coffee  
120 Holly Tree Court  
Franklin, KY 42134  
Email: tcoffee@aulickchemical.com  
Phone: (270)792-4277  
FAX: (859)881-8194

In the Swim  
Chianti Moore  
320 Industrial Dr  
West Chicago, IL 60185  
Email: cmoore@inthesim.com  
Phone: (630)876-1080  
FAX: (800)448-7329

ChemTreat, Inc.  
Mark Hagenbrok  
4461 Cox Road  
Glen Allen, VA 23060-3326  
Email: mhagenbrok@chemtreat.com  
Phone: (804)935-2000  
FAX: (901)854-9892

K.A. Steel Chemicals, Inc.  
Sue Arvetis  
PO Box 729  
15185 Main St.  
Lemont, IL  
Email: susanarvetis@kasteelchemicals.com  
Phone: (630)257-3900  
FAX: (630)257-3926

F2 Industries, LLC  
Kimberly Noe  
423 C Smyrna Square Drive  
Smyrna, TN 37167  
Email: kimberly\_f2ind@bellsouth.net  
Phone: (877)828-1652  
FAX: (615)459-4836

Prayon  
Chris Ehlers  
1610 Marvin Griffin Rd.  
Augusta, GA 30903  
Email: chrisehlers@prayoninc.com  
Phone: (770)573-1387  
FAX: (770)573-1525

Harcros Chemical, Inc.  
Greg Fuqua  
P.O. Box 13007  
Memphis, TN 38113  
Email: memphiscs@harcros.com  
Phone: (901)948-3321  
FAX: (901)774-0295

SAL Chemical  
Lisa Martin  
3036 Birch Drive  
Weirton, WV 26062  
Email: lmartin@salchem.com  
Phone: (304)748-8200  
FAX: (304)797-8751

Hill Manufacturing Company, Inc  
Elaine Lummus  
1500 Jonesboro Road, S.E.  
Atlanta, GA 30315  
Email: sales@hillmfg.com  
Phone: (404)522-8364  
FAX: (404)522-9694

Standard Purification  
Tony Julian  
88 Fairview West  
Tequesta, FL 33469  
Email: tjulian@standardpurification.com  
Phone: (561)310-4005  
FAX: (561)410-9059

Ideal Chemical & Supply Co.  
Mary Beth Gill  
PO Box 18698  
Memphis, TN 38118  
Email: info@idealchem.com  
Phone: (901)363-7720  
FAX: (901)366-0864

Sterling Water Technologies LLC  
Beverly Robinson  
P.O. Box 602  
Columbia, TN 38402-0602  
Email: sales@sterlingwatertech.com  
Phone: (800)426-2428  
FAX: (931)540-1338

TC-2014-10

WATER TREATMENT CHEMICALS

Taylor Chemical Group  
David Taylor  
1113 Murfreesboro Rd.  
Suite 106-329  
Franklin, TN 37064  
Email: david.taylor@taylorchemicalgroup.com  
Phone: (615)591-9230  
FAX: (615)591-9296

Tech Mech Supply LLC  
Jay Joseph  
PO Box 5050  
Pittsburgh, PA 15206-0550  
Email: tech.mech@netzero.com  
Phone: (412)687-1521  
FAX: (412)682-5360

**SEALED BID No. TC2014-10**  
**DUE DATE: 04-15-2014**



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

**SECTION VII**

**REFERENCE SHEET**

**TOWN OF COLLIERVILLE**

**REFERENCE SHEET FOR BID NO. TC2014-10**

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

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

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

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

**SEALED BID No. TC2014-10**  
**DUE DATE: 04-15-2014**



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

## **SECTION VIII**

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

**CONTRACT FOR SERVICES AND/OR PRODUCTS**

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein “Contract”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the TOWN OF COLLIERVILLE, TENNESSEE, a Tennessee municipal corporation, (herein the “TOWN”) and \_\_\_\_\_ [insert name of CONTRACTOR], a \_\_\_\_\_ [State where CONTRACTOR established, but only if an entity, not applicable to sole proprietorships] \_\_\_\_\_ [type of entity – e.g., corporation, LLC, partnership, sole proprietorship] (herein the “CONTRACTOR”).

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

WHEREAS, the TOWN desires to contract with a provider of provider of vertical hydrated lime, sodium fluoride, sodium hydroxide 25%, sodium bisulfate, and sodium hypochlorite 12% water treating chemicals (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 2014-10, Water Treatment Chemicals (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 \_\_\_\_\_, 2014 and ending on \_\_\_\_\_, 2015. This Contract may be extended by the TOWN for three (3) additional successive twelve (12) month period[s] or portions thereof, up to a cumulative total of forty-eight (48) months, by written notice to the CONTRACTOR given at least thirty (30) days before the expiration of the term then in existence.

**3.00 COMPENSATION**

3.01. Amount of Compensation. The CONTRACTOR agrees to provide the services, equipment and products as specified in its bid to the TOWN at the cost specified in said bid and

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

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

#### **4.00 ADDITIONAL SERVICES**

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

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

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

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

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

## **7.00 COMPLIANCE WITH LAWS**

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

## **8.00 TERMINATION**

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

## **9.00 WARRANTY**

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

## **10.00 FORCE MAJEURE**

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

## **11.00 INSURANCE**

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

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

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

11.04. [Omitted].

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

## **12.00 CLAIMS, LIABILITY AND INDEMNITY**

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

## **13.00 ATTORNEY'S FEES**

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

## **14.00 EQUAL EMPLOYMENT OPPORTUNITY**

14.01. Non-discrimination. In carrying out the Contract Items under this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONTRACTOR shall take affirmative

action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

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

#### **15.00 TRANSFER, ASSIGNMENT OR SUBLETTING**

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

#### **16.00 SAFETY MEASURES**

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

#### **17.00 FAMILIARITY WITH THE CONTRACT ITEMS**

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

#### **18.00 ENTIRE AGREEMENT**

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

## **19.00 PERMITS, LICENSES AND CERTIFICATES**

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

## **20.00 FIRE, THEFT, LOSS**

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

## **21.00 CONTRACTING AUTHORITY**

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

## **22.00 GOVERNING LAW**

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

## **23.00 OPPORTUNITY FOR REVIEW**

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

## **24.00 SECTION HEADINGS**

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

## **25.00 NOTICES**

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

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

(ii) To: [**Insert Name of CONTRACTOR**]

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

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

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

**26.00 SEVERABILITY**

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

**27.00 NO CONSENT TO BREACH**

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

**28.00 OTHER INSTRUMENTS**

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

[Signatures to follow on next page]

WITNESS THE DUE EXECUTION HEREOF.

**TOWN OF COLLIERVILLE,  
TENNESSEE**

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

ATTEST:

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

APPROVED AS TO FORM AND  
CONTENT:

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

**[INSERT NAME OF CONTRACTOR]**

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

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

CONTRACTOR's Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR's Telephone Number:

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

CONTRACTOR's Facsimile Number:

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

**EXHIBIT "A"**

**Invitation to Bid No. TC 2014-10**

**EXHIBIT "B"**

**CONTRACTOR'S Bid**