

## CONTRACT FOR SERVICES AND/OR PRODUCTS

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein “**Contract**”) is made and entered into this 30<sup>th</sup> day of January 2020 by and between the TOWN OF COLLIERVILLE, TENNESSEE, a Tennessee municipal corporation, (herein the “**TOWN**”) and MAGIC VALLEY PUBLISHING, INC. d/b/a THE COLLIERVILLE HERALD - INDEPENDENT, a Tennessee corporation (herein the “**CONTRACTOR**”).

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

WHEREAS, the TOWN desires to contract with a provider of newspaper publication of legal notices (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 2020-20 (herein the “**Invitation to Bid**”) and any amendments thereto. The Invitation to Bid and any amendments thereto are attached hereto as **Exhibit “A”** and incorporated by reference herein and made a part hereof. Unless otherwise specified herein, the CONTRACTOR is to furnish all materials, tools, equipment, manpower, and consumables necessary to complete the Contract Items.

#### **2.00 TERM OF CONTRACT**

The period of this Contract shall be for twelve (12) months, beginning on February 12, 2020 and ending on February 11, 2021. This Contract may be extended by the TOWN for two (2) additional successive twelve (12) month period[s] or portions thereof, up to a cumulative total of thirty-six (36) months, by written notice to the CONTRACTOR given at least thirty (30) days before the expiration of the term then in existence.

### **3.00 COMPENSATION**

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

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

### **4.00 ADDITIONAL SERVICES**

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

### **5.00 NOTICE TO PROCEED**

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

### **6.00 CONFLICT OF INTEREST**

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

**7.00 COMPLIANCE WITH LAWS**

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

**8.00 TERMINATION**

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

**9.00 WARRANTY**

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

**10.00 FORCE MAJEURE**

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

**11.00 INSURANCE - OMITTED**

**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: MAGIC VALLEY PUBLISHING, INC. d/b/a  
THE COLLIERVILLE HERALD - INDEPENDENT  
2850 Stage Valley Cove #5  
Bartlett, TN 38124  
Facsimile: N/A

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: *James Lewellen*  
James Lewellen, Town Administrator

ATTEST:

By: *Lynn Carmona*  
Town Clerk/Recorder

APPROVED AS TO FORM AND  
CONTENT:

*Colony*  
Director of General Services

*January 30, 2020*

**MAGIC VALLEY PUBLISHING, INC.  
d/b/a THE COLLIERVILLE HERALD -  
INDEPENDENT**

By: *[Signature]*  
Its: Group Publisher

CONTRACTOR's Mailing Address:  
2850 Stage Valley Cove #5  
Bartlett, TN 38124

CONTRACTOR's Telephone Number:  
(901) 433-9139

CONTRACTOR's Facsimile Number:  
N/A

*MVB  
1/29/20*

**EXHIBIT "A"**

**Invitation to Bid No. TC2020-20**

**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.: TC2020-20**

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE **TUESDAY, JANUARY 21, 2020, 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.

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 belief that each BIDDER is not on the list created pursuant to § 12-12-106. This list is generated to identify entities ineligible to contract with the State of Tennessee or any political subdivision of the State per the Iran Divestment Act, T.C.A. § 12-12-101 et seq., and the current list may be found at the Tennessee Department of General Services, Central Procurement Office, website under the Public Information Library webpage.

**\*\*REQUIRED TO SUBMIT BID: TOWN OF COLLIERVILLE VENDOR #** 37  
(See Public Notice Form for Information on Obtaining a Vendor #)

ITEM	DESCRIPTION	UNIT PRICE
1	Advertisement rate per column-inch..... (Weekday)	\$16.50
2	Advertisement rate per column-inch..... (Sunday, if available)	

DELIVERY PROMISED: Per town's instructions 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: The Collierville Herald Independent ADDRESS: 2850 Stage Village Cwe #5 Bartlett TN 38124

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

CITY: Camden STATE: TN. ZIP: 38320

TELEPHONE: 731-584-7413 FAX: N/A EMAIL: ads@colliervilleherald.net

NAME: Vicki Clark TITLE: Advertising Manager

AUTHORIZED SIGNATURE: Vicki Clark DATE: 1/14/2020

901-433-9139

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

1. SCOPE

The intent of this Invitation to Bid and the resulting contract will be to obtain the services of a firm specializing in the publishing of newspapers for the purposes of publication of official public notices for The Town of Collierville. Official notices will include, but not be limited to, public notice of board and commission meetings, and bid lettings.

2. 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. Although the Town makes no guarantee of quantities purchased under this contract, the Town estimates spending approximately \$7,500 annually.

3. CONTRACT TERM

The period of this Contract shall be for twelve (12) months with two (2) twelve-month renewals for a total contract term of thirty-six (36) months. Contract pricing will remain firm during the term of the contract with no price increase allowed at renewal.

4. SPECIFICATIONS

- 4.1. The Town requires distribution reports and completion of the items in Item 10 – Vendor Responses for its information. The Town requires that this information be provided with the bid response.  
Comply:  Exception: \_\_\_\_\_
- 4.2. The Contractor shall provide legal advertising services in accordance with all applicable Federal, State and local laws and regulations.  
Comply:  Exception: \_\_\_\_\_
- 4.3. The Contractor shall minimize white space in laying out advertisements and ensure that layout is in the most compact, cost effective format that is readable. The Town will work with the selected contractor to determine an acceptable type size prior to the first publication.  
Comply:  Exception: \_\_\_\_\_
- 4.4. The Contractor shall minimize errors in publications. For any advertisement published with errors due to contractor error, the ad shall be re-run in the next publication at no cost to the Town.  
Comply:  Exception: \_\_\_\_\_
- 4.5. The Contractor shall place the ad in the next paper following the notification of the ad requirement. For any advertisement received by the deadline, but not published as required, the ad shall be run in the next publication at no cost to the Town.  
Comply:  Exception: \_\_\_\_\_
- 4.6. The Contractor shall accept ads via fax, email, mail or telephone.  
Comply:  Exception: \_\_\_\_\_
- 4.7. The Contractor shall have no minimum amount of type that shall be included in a particular ad.  
Comply:  Exception: \_\_\_\_\_
- 4.8. The Contractor shall provide a dedicated account representative to the Town. This representative shall receive and review all advertisements submitted by the Town. The successful bidder shall provide the contact name, telephone number, fax number and email address for the representative as well as for a direct

supervisor. Within the first thirty days of the start of the contract, the account representative shall meet with the Town staff responsible for placing ads and mutually develop a work plan. The Town reserves the right to request a new account representative should problems occur on a continuing basis during the contract period.

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

4.9. The Contractor shall give the Town a deadline when ads must be submitted in order for the ads to be published in the next publication.

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

4.10. The Contractor shall accept ads in at least Microsoft Word (.doc & .docx), .pdf, and/or email text formats.

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

4.11. The Contractor shall assist the Town with emergency ads or modifications past the regularly scheduled deadline for submission of ads.

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

4.12. The Contractor shall respond to inquiries from the Town the same business day or by the close of business the next business day.

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

4.13. The Contractor shall notify the Town of any changes in schedules due to holidays or closings at least one week in advance of the revised deadline.

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

4.14. The Contractor shall submit tear sheets with each invoice.

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

4.15. Advertisements shall be a minimum of 2" long

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

5. ONLINE PUBLICATION

5.1. The Town requires that its public notices be available online, either through the newspaper's website or through a regional or statewide public notice portal. Please indicate the website address where the Town's public notices will be located.

Website address: www.Coaliervilleh-i.com TNpress.com

5.2. In accordance with Tennessee state law, T.C.A. § 1-3-120, enacted in 2013, the Contractor shall comply with the following:

**1-3-120. Newspapers of general circulation that publish public notices required to post notice in its entirety on web site for same price.**

(a) Beginning April 1, 2014, in all cases where a public notice or legal notice is required to be published in a newspaper of general circulation, the newspaper shall for the same price post the complete notice:

(1) On the newspaper's web site, where it shall be published contemporaneously with the notice's first print publication and will remain on the web site for at least as long as the notice appears in the newspaper; and

(2) On a statewide web site established and maintained as a joint venture of the majority of Tennessee newspapers as a repository for such notices and will remain on the repository web site for at least as long as it appears in the newspaper. Any newspaper of general circulation that meets the criteria of this subsection (a) shall have access to the statewide web site at no charge.

(b) Any such notice shall be published online in its entirety, including maps and other exhibits, and shall

include the date on which it was first printed in the newspaper.

(c) An error in a notice placed on the newspaper web site or statewide web site, or temporary web site outages or service interruptions prohibiting the posting or display of such notice shall be considered harmless error and proper legal notice requirements shall be considered met if the notice published in the newspaper is correct.

(d) Each newspaper of general circulation publishing public notices shall include on its web site home page a link to its public notice section and shall include on its public notice home page a link to the statewide public notice web site.

(e) Any notice published on a web site pursuant to subdivisions (a)(1) and (2) shall be accessible to the public at no charge.

**HISTORY:** Acts 2013, ch. 124, § 1.

6. PURCHASE METHOD

- 6.1. The Town will submit all ads via email, fax, mail, or over the telephone.
  - 6.2. The Town will issue purchase orders for all ads to be placed. The Contractor will contact the using department to get the purchase order number and to give the department the ad size and price.
  - 6.3. Invoices shall be issued monthly for all advertisements in that month. The invoice shall include the following information:
    - 6.3.1. Date of Publication
    - 6.3.2. Ad description
    - 6.3.3. Purchase order number
    - 6.3.4. Ad size
    - 6.3.5. Unit Price (Price per column-inch)
    - 6.3.6. Total Price
    - 6.3.7. Publisher's affidavits and tear sheets
- Comply:  Exception: \_\_\_\_\_

7. NON-EXCLUSIVITY

Upon occasion, and when warranted, the Town may, at its discretion, advertise with another publication or additional publications if it determines the need to do so.

Acknowledged: Yes:  No: \_\_\_\_\_

8. PRICING

Bidder shall indicate on the bid form the cost per column-inch for the advertisements. Prices quoted shall remain firm for the term of the contract.

9. REFERENCES:

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

10. VENDOR RESPONSES:

Please indicate responses to the following:

Frequency of Publication: Weekly

Day(s) of Publication: Thursday

Advertising Deadline (Day and Time): Friday - 5:00 pm

Circulation Quantity (per issue): 4,000

Location(s) of availability (e.g. home delivery, location(s) of newsstands or kiosks)  
Subscription based home delivery - each Thursday  
Rack Locations - Exhibit A

Newsstand price per copy: \$1.00 *Verified via phone call*

*w/ Graham @ Collierville Herald Independent 11/23/2020 12:15*

11. 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**

All bid documents shall 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 Tuesday, January 21, 2020.**

Exhibit A

Additional distribution: The Collierville Herald

# Rack Locations

## **OUTSIDE RACKS**

Chick-fil-a

Silver Caboose (Mulberry Street)

Mitchell's Barber Shop (Main Street)

~~Square Beans Coffee~~

Baptist Hospital - Front

~~Dollar Tree (Poplar Avenue)~~

Walgreens- Poplar Ave

Wal-greens- Houston Levee

## **IN STORE RACKS**

Cousin's Express (Highway 57, Piperton)

## **Other Locations:**

COPD

Chamber of Commerce

Town Hall

Carriage Crossing Mall Office