

## 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 September 2020 by and between the TOWN OF COLLIERVILLE, TENNESSEE, a Tennessee municipal corporation, (herein the “**TOWN**”) and STATE SYSTEMS, INC. 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 fire extinguisher maintenance services (herein the “**Contract Items**”), and

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

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

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

#### **1.00 SCOPE OF CONTRACT**

The CONTRACTOR is to furnish the services and/or products as specified in the Invitation to Bid issued by the TOWN under Quote No. 1512 Fire Extinguisher Maintenance (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 November 1, 2020 and ending on October 31, 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**

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. Errors and Omission Insurance. [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) 457-2258
  
- (ii) To: State Systems, Inc.  
1861 Vanderhorn Dr.  
Memphis, TN 38134  
Facsimile: (901) 542-0622

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: *Ryan Carnah*  
Town Clerk/Recorder

APPROVED AS TO FORM AND  
CONTENT:

*[Signature]*  
Director of General Services

September 30, 2020

**STATE SYSTEMS, INC.**

By: *Alvin Eeli*

Its: Account Manager

CONTRACTOR's Mailing Address:  
State Systems, Inc.

1861 Vanderhorn Dr.  
Memphis, TN 38134

CONTRACTOR's Telephone Number:  
(901) 542-0612 901.531.6588

CONTRACTOR's Facsimile Number:  
(901) 542-0622

*MS  
9/29/20*

Quote 1512 Evaluation Matrix

		BIDDER #3		
		Bidder Name	State Systems, Inc.	
		Bidder Address	1861 Vanderhorn Dr. Memphis, TN 38134	
ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>Section A - Annual Inspection</b>				
1	30	ABC - 2 ½ Lbs.	3.00	90.00
2	192	ABC - 5 Lbs.	3.00	576.00
3	138	ABC - 10 Lbs.	3.00	414.00
4	1	ABC - 15 Lbs.	3.00	3.00
5	1	ABC - 20 Lbs.	3.00	3.00
6	5	BC - 10 Lbs.	3.00	15.00
7	5	CO2 - 15 lb.	3.00	15.00
8	11	2.5 Gal. H2O	3.00	33.00
9	1	PK - 20 lb.	3.00	3.00
10	2	6 liter K	3.00	6.00
11	3	Hood Suppression System (Bi-Annual Inspection)	130.00	390.00
12	1	FM/200 Halon Gas Suppression System (Bi-Annual Inspection)	1,000.00	1,000.00
				<b>2,548.00</b>
<b>Section B - Recharge</b>				
TBD				
13		ABC - 2 ½ Lbs.	20.00	
14		ABC - 5 Lbs.	25.00	
15		ABC - 10 Lbs.	30.00	
16		ABC - 15 Lbs.	N/A	
17		ABC - 20 Lbs.	40.00	
18		BC - 10 Lbs.	30.00	
19		CO2 -15 lb.	35.00	
20		2.5 Gal. H2O	10.00	
21		PK - 20 lb.	40.00	
22		6 liter K	105.00	
23		Hood Suppression System	150/yr	
24		FM/200 Halon Gas Suppression System	N/A	
<b>Section C - 6 Year Service</b>				
TBD				
25		ABC - 2 ½ Lbs.	10.00	
26		ABC - 5 Lbs.	10.00	
27		ABC - 10 Lbs.	10.00	
28		ABC - 15 Lbs.	N/A	
29		ABC - 20 Lbs.	10.00	
30		BC - 10 Lbs.	10.00	
31		CO2 - 15 lb.	N/A	
32		2.5 Gal. H2O	N/A	
33			N/A	

Quote 1512 Evaluation Matrix

		BIDDER #3
Bidder Name		State Systems, Inc.
Bidder Address		1861 Vanderhorn Dr. Memphis, TN 38134
34	PK - 20 lb.	10.00
35	6 liter K	N/A
36	Hood Suppression System	N/A
37	FM/200 Halon Gas Suppression System	N/A
	TBD	
	Section D - 12 Year Service	
38	ABC - 2 ½ Lbs.	35.00
39	ABC - 5 Lbs.	40.00
40	ABC - 10 Lbs.	50.00
41	ABC - 15 Lbs.	N/A
42	ABC - 20 Lbs.	60.50
43	BC - 10 Lbs.	50.00
44	CO2 - 15 lb.	50.00
45	2.5 Gal. H2O	20.00
46	PK - 20 lb.	65.00
47	6 liter K	140.00
48	Hood Suppression System	150.00
49	FM/200 Halon Gas Suppression System	N/A
	TBD	
	Section E - Purchase of New Extinguishers	
50	ABC - 2 ½ Lbs.	45.00
51	ABC - 5 Lbs.	67.00
52	ABC - 10 Lbs.	120.00
53	ABC - 15 Lbs.	N/A
54	ABC - 20 Lbs.	220.00
55	BC - 10 Lbs.	170.00
56	CO2 - 15 lb.	322.00
57	2.5 Gal. H2O	160.00
58	PK - 20 lb.	275.00
59	6 liter K	220.00
	TBD	
	Section F - Service Work	
60	All-Inclusive Regular Labor Rate - Technician	80.00
	TBD	
	Section G - Part Cost	
61	Percentage Discount/Additive	30%

Quote 1512 Evaluation Matrix

		BIDDER #3
Bidder Name	State Systems, Inc.	
Bidder Address	1861 Vanderhorn Dr. Memphis, TN 38134	



**COVER TRANSMITTAL  
TOWN OF COLLIERVILLE INVITATION TO QUOTE**

To: QUALIFIED VENDORS

DATE: SEPTEMBER 16, 2020

FROM: TERRI SPEARS

RE: QUOTE 1512-- FIRE EXTINGUISHER MAINTENANCE

THE FOLLOWING SECTIONS ARE TO FOLLOW:

- INVITATION TO QUOTE
- GENERAL TERMS AND CONDITIONS
- REFERENCE FORM
- QUOTE RESPONSE FORM

NUMBER OF PAGES IN THIS TRANSMISSION INCLUDING COVER PAGE: 21

COMMENTS:

**Deadline For Quote Submittals: 10:00AM on September 23 ,2020.**



TOWN OF COLLIERVILLE  
GENERAL SERVICES DEPARTMENT  
Procurement Division  
MEMORANDUM



**TO:** ALL QUOTE 1512 BIDDERS  
**FROM:** TERRI SPEARS, PROCUREMENT SPECIALIST  
**SUBJECT:** ADDENDUM #1  
**DATE:** 9/17/2020  
**CC:** QUOTE 1512 FILE

A D D E N D U M N O. 1

Detail Information for Quote 1512 Suppression Systems

**Community Center**  
Single Tank Suppression System  
5- Nozzles  
3 – Fusible Links

**FH#5**  
Single Tank Suppression System  
5- Nozzles  
1 – Fusible Link

**FH#1**  
Single Tank Suppression System  
5- Nozzles  
1 – Fusible Link

**Dispatch Tower**  
FM200/Halon System  
1 – Control Panel  
1 – Pull Station  
1 – Abort Switch  
Above Floor Detectors

Vendor shall acknowledge receipt of this Addendum #1 consisting of 01 pages by signing and dating below. Please return via email to [tocpurchasing@colliervilletn.gov](mailto:tocpurchasing@colliervilletn.gov) or via fax to (901) 457-2258.

State Systems, Inc.  
Company Name

9.22.2020  
Date



**TOWN OF COLLIERVILLE**  
**GENERAL SERVICES DEPARTMENT**  
**Procurement Division**  
**MEMORANDUM**



**TO:** ALL QUOTE 1512 BIDDERS  
**FROM:** TERRI SPEARS, PROCUREMENT SPECIALIST  
**SUBJECT:** ADDENDUM #2  
**DATE:** 9/18/2020 QUOTE  
**CC:** 1512 FILE

A D D E N D U M N O . 2

Additional Detail Information for Quote 1512 Suppression Systems

The CO2 extinguisher canisters are 15lb. When quoting the price for the recharge of these canisters, please reflect the total cost for the full 15lb refill.

Vendor shall acknowledge receipt of this Addendum #1 consisting of 01 pages by signing and dating below. Please return via email to [roc purchasing@colliervilletn.gov](mailto:roc purchasing@colliervilletn.gov) or via fax to (901) 457-2258.

State Systems, Inc

Company Name

9.22.2020

Date



**TOWN OF COLLIERVILLE**  
**GENERAL SERVICES DEPARTMENT**  
**Procurement Division**  
**MEMORANDUM**



**TO:** ALL QUOTE 1512 BIDDERS  
**FROM:** TERRI SPEARS, PROCUREMENT SPECIALIST  
**SUBJECT:** ADDENDUM #3  
**DATE:** 9/21/2020  
**CC:** QUOTE 1512 FILE

A D D E N D U M N O. 3

Additional Detail Information for Quote 1512 Suppression Systems

The FM200 Halon Suppression System canisters are 129.80 lb., 66.8 tare weight. When quoting the price for the recharge of these canisters, please reflect the total cost for the full refill.

Vendor shall acknowledge receipt of this Addendum #3 consisting of 01 pages by signing and dating below. Please return via email to [tocpurchasing@colliervilletn.gov](mailto:tocpurchasing@colliervilletn.gov) or via fax to (901) 457-2258.

State Systems, Inc  
Company Name

9.22.2020  
Date



**TOWN OF COLLIERVILLE**  
**GENERAL SERVICES DEPARTMENT**  
**Procurement Division**  
**MEMORANDUM**



**TO:** ALL QUOTE 1512 HOLDERS  
**FROM:** TERRI SPEARS, PROCUREMENT SPECIALIST  
**SUBJECT:** ADDENDUM #4  
**DATE:** 9/21/2020  
**CC:** QUOTE 1512 FILE

A D D E N D U M N O. 4

Please be advised of the revision below to the Quote 1512 specifications:

**9. EXTINGUISHER PARTS**

9.1. The Contractor shall provide all replacement parts as needed. All parts shall be new and provided to the Town at cost less sales tax. ~~The Contractor shall use the latest edition of the Brooks Fire Extinguisher Parts Catalogue as a basis of cost, and shall provide the Town two (2) copies of the Brooks catalogue showing cost pricing to be used at the onset of the Contract. The Bidder shall submit a the percentage discount from offered Brooks Fire Extinguisher Parts Catalogue on the Quote Form Item 57 Section G – Part Cost and shall cover all cost to the Town for furnishing extinguisher parts.~~

Vendor shall acknowledge receipt of this Addendum #4 consisting of 01 pages by signing and dating below. Please return via email to [tocpurchasing@colliervilletn.gov](mailto:tocpurchasing@colliervilletn.gov) or via fax to (901) 457-2258.

State Systems, Inc  
 Company Name

9.23.2020  
 Date

Quote 1512

FIRE EXTINGUISHER MAINTENANCE

	<h2 style="margin: 0;">QUOTE RESPONSE FORM</h2> <p style="margin: 10px 0;"><b>Town of Collierville</b> General Services Department 500 Poplar View Parkway Collierville, Tennessee 38017 (901) 457-2254, Fax (901) 457-2258</p>	<p style="margin: 0;"><b>Stan Joyner</b> <i>Mayor</i></p> <p style="margin: 10px 0;"><b>James H. Lewellen</b> <i>Town Administrator</i></p> <p style="margin: 10px 0;"><b>Derek Honeycutt</b> <i>Director of General Services</i></p>
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**POSITIVELY NO QUOTE CONSIDERED UNLESS SUBMITTED ON THIS FORM**

**QUOTE #1512**

QUOTES WILL BE RECEIVED UNTIL **WEDNESDAY, SEPTEMBER 27, 2020 at 3:00 PM** IN THE OFFICE OF THE DIRECTOR OF GENERAL SERVICES, 500 POPLAR VIEW PARKWAY, COLLIERVILLE, TENNESSEE 38017.

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

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.

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED DOLLARS
<b>Section A – Annual Inspection</b>				
1	30	ABC – 2.5 lb.	3.00	90.00
2	192	ABC – 5 lb.	3.00	576.00
3	138	ABC – 10 lb.	3.00	414.00
4	1	ABC – 15 lb.	3.00	3.00
5	1	ABC – 20 lb.	3.00	3.00
6	5	BC – 10 lb.	3.00	15.00
7	5	CO2	3.00	15.00
8	11	2.5 Gal. H2O	3.00	33.00
9	1	PK – 20 lb.	3.00	3.00
10	2	6 liter K	3.00	6.00
11	3	Hood Suppression System (Bi-Annual Inspection)	65.00	195.00
12	1	Halon Gas Suppression System (Bi-Annual Inspection)	500.00	1000.00
<b>LUMP SUM TOTAL</b>				<b>2353.00</b>

Quote 1512

FIRE EXTINGUISHER MAINTENANCE

	TBD	<b>Section B – Recharge</b>	
13		ABC – 2.5 lb.	20. <sup>00</sup>
14		ABC – 5 lb.	25. <sup>00</sup>
15		ABC – 10 lb.	30. <sup>00</sup>
16		ABC – 15 lb.	N/A
17		ABC – 20 lb.	40. <sup>00</sup>
18		BC – 10 lb.	30. <sup>00</sup>
19		CO2	35. <sup>00</sup>
20		2.5 Gal. H2O	10. <sup>00</sup>
21		PK – 20 lb.	40. <sup>00</sup>
22		6-liter K	105. <sup>00</sup>
23		Hood Suppression System	150. <sup>00</sup> per gallon
24		Halon Gas Suppression System	
	TBD	<b>Section C – 6 Year Service</b>	
25		ABC – 2.5 lb.	10. <sup>00</sup> plus Recharge
26		ABC – 5 lb.	
27		ABC – 10 lb.	N/A
28		ABC – 15 lb.	
29		ABC – 20 lb.	
30		BC – 10 lb.	
31		CO2	N/A
32		2.5 Gal. H2O	
33		PK – 20 lb.	
34		6-liter K	N/A
35		Hood Suppression System	N/A
36		Halon Gas Suppression System	
37			
	TBD	<b>Section D – 12 Year Service</b>	
38		ABC – 2.5 lb.	35. <sup>00</sup>
39		ABC – 5 lb.	40. <sup>00</sup>
40		ABC – 10 lb.	50. <sup>00</sup>
41		ABC – 15 lb.	N/A
42		ABC – 20 lb.	60. <sup>00</sup>
43		BC – 10 lb.	50. <sup>00</sup>
44		CO2	50. <sup>00</sup>
45		2.5 Gal. H2O	20. <sup>00</sup>
46		PK – 20 lb.	65. <sup>00</sup>
47		6-liter K	140. <sup>00</sup>
48		Hood Suppression System	150. <sup>00</sup> per gallon
49		Halon Gas Suppression System	??

↓  
 Need to know Manufacturer  
 Type of System,  
 We only do Kidde and Ansul

Quote 1512

FIRE EXTINGUISHER MAINTENANCE

	TBD	<b>Section E – Purchase of New Extinguishers</b>	
50		ABC – 2.5 lb.	45. <sup>00</sup>
51		ABC – 5 lb.	67. <sup>00</sup>
52		ABC – 10 lb.	120. <sup>00</sup>
53		ABC – 15 lb.	N/A
54		ABC – 20 lb.	220. <sup>00</sup>
55		BC – 10 lb.	170. <sup>00</sup>
56		CO2 10lb	322. <sup>00</sup>
57		2.5 Gal. H2O	160. <sup>00</sup>
58		PK – 20 lb.	275. <sup>00</sup>
59		6-liter K	220. <sup>00</sup>
	TBD	<b>Section F – Service Work</b>	
56		<b>All-Inclusive Hourly Regular Labor Rate – Technician</b>	80. <sup>00</sup> per hour
	TBD	<b>Section G – Part Cost</b>	
57		<b>Percentage Discount/Additive</b>	30% <sup>00</sup>

IF OFFERING PRICING FROM A COOPERATIVE CONTRACT, IDENTIFY THE FOLLOWING:

Cooperative Name \_\_\_\_\_  
 Contract # \_\_\_\_\_  
 Term of Contract (beginning date to expiry date) \_\_\_\_\_

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

TERMS: \_\_\_\_\_

Discounts will be allowed for prompt payment as follows: 10 calendar days, N/A%; 15 calendar days N/A%; 20 calendar days N/A%; 30 calendar days N/A%.

FIRM'S NAME: STATE Systems Inc ADDRESS: 1861 Vanderhorn Dr.

CITY: Memphis STATE: TN ZIP: 38134

TELEPHONE: 901-542-0612 FAX: 901-542-0622 EMAIL: Aellis@state-systems-inc.com

NAME: Alisa Ellis TITLE: Account Manager

AUTHORIZED SIGNATURE: Alisa Ellis DATE: 9.22.2020

**TOWN OF COLLIERVILLE****REFERENCE SHEET FOR QUOTE NO. 1512**

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:	Methodist University Hospital
	ADDRESS:	1265 Union Memphis, TN 38104
	PHONE NUMBER:	901.516.8361 or 901.516.7154
	CONTACT:	May Henry

(2)	NAME OF COMPANY:	St. Francis Hospital Bartlett
	ADDRESS:	2986 Kate Bond Rd., Bartlett, TN 38133
	PHONE NUMBER:	901.283.8390
	CONTACT:	Roy Good or William Embury

(3)	NAME OF COMPANY:	Sonic
	ADDRESS:	Oklahoma City, OK
	PHONE NUMBER:	901.375.4222
	CONTACT:	Ron Solberg

**From:** [Alisa Ellis](#)  
**To:** [Terri Spears](#)  
**Subject:** FW: Quote 1512 clarification needed-STATE SYSTEMS  
**Date:** Thursday, September 24, 2020 11:52:31 AM  
**Attachments:** [image001.png](#)

---

Terri, answers below in red. Thanks!

**Alisa Ellis**

*Account Executive*

[aellis@statesystemsinc.com](mailto:aellis@statesystemsinc.com)

**Direct:** 901.531.6588

**Cell:** 901.331.1871

**Fax:** 901.843.0718

**From:** Brent Hale  
**Sent:** Thursday, September 24, 2020 11:46 AM  
**To:** Alisa Ellis <[aellis@statesystemsinc.com](mailto:aellis@statesystemsinc.com)>  
**Subject:** RE: Quote 1512 clarification needed

Please see answers below in red.

Thanks,

Brent Hale

**From:** Alisa Ellis  
**Sent:** Thursday, September 24, 2020 11:39 AM  
**To:** Brent Hale <[bhale@statesystemsinc.com](mailto:bhale@statesystemsinc.com)>  
**Subject:** FW: Quote 1512 clarification needed  
**Importance:** High

**Alisa Ellis**

*Account Executive*

[aellis@statesystemsinc.com](mailto:aellis@statesystemsinc.com)

**Direct:** 901.531.6588

**Cell:** 901.331.1871

**Fax:** 901.843.0718

**From:** Terri Spears [<mailto:tspears@collierville.tn.gov>]  
**Sent:** Wednesday, September 23, 2020 5:27 PM  
**To:** Alisa Ellis <[aellis@statesystemsinc.com](mailto:aellis@statesystemsinc.com)>  
**Subject:** Quote 1512 clarification needed  
**Importance:** High

Alisa,

Please clarify on the annual inspections for the:

- Hood suppression system - \$65 covers the bi-annual (2) inspections per year per hood? **\$65.00 per inspection per system.**
- Halon Gas suppression system - \$500 covers the bi-annual (2) inspections per year per system?
  - You can inspect the Halon Gas suppression system but you are unable to perform service for the same (Fike Halon Gas system), please clarify.

Please clarify on the recharge for the:

- ABC – 15 lb. – you don't provide a recharge service for this size extinguisher? And would you explain why? **There is no 15lb. ABC extinguisher ever made.**
- Halon Gas suppression system - – you don't provide a recharge service for this system? And would you explain why?

Please clarify the Section C 6 year Service pricing as reflected on the quote, is it \$10 per extinguisher/system type? Which ones are "N/A"?

Be advised as per Specification 16.3 Six-Year Maintenance of Portable Fire Extinguishers **6 year maintenance will be \$10.00 plus the recharge price. The ones that has N/A on them doesn't require a 6 year maintenance.**

*The six-year maintenance shall include the discharge of the extinguisher, cleaning of all parts, check and/or replace valve stem, replacement and lubrication of seals, visually check the condition of the internal cylinder, refill the extinguisher with new chemicals, and reassemble the extinguisher. This service shall also include checking the reassembled extinguisher for leaks and proper charge. All costs shall be included in the unit price of the six-year maintenance, as submitted on the Quote Form. The cost for new parts shall not be included in the unit price of the six-year maintenance.*

Clarification is also requested for the Hood Suppression Systems Recharge and 12-Year service as pricing is proposed at \$150/gallon. What are the other costs? Can you provide a fixed cost for these services?

Feel free to call me to clarify and discuss. I'm free in the morning and would love to firm this up.



Terri Spears  
Procurement Specialist  
Town of Collierville  
901-457-2253  
[collierville.com](http://collierville.com)

**From:** Alisa Ellis <[aellis@statesystemsinc.com](mailto:aellis@statesystemsinc.com)>  
**Sent:** Wednesday, September 23, 2020 1:52 PM  
**To:** Terri Spears <[tspears@colliervilletn.gov](mailto:tspears@colliervilletn.gov)>  
**Subject:** FW: Message from KMBT\_C654

Terri, attached is a revised copy. Sorry and I hope this works!

**Alisa Ellis**

*Account Executive*

[aellis@statesystemsinc.com](mailto:aellis@statesystemsinc.com)

**Direct: 901.531.6588**

**Cell: 901.331.1871**

**Fax: 901.843.0718**

