Shelby County
Tennessee

A C WHARTON JR., MAYOR

REQUEST FOR QUOTATION

BID DESCRIPTION: VEHICLE BODY REPAIRS

COMMODITY: 928-19 BODY & FRAME WORK

(Code No. and Description)

BID NUMBER: SEALED BID I001385
(Sealed Bid or Regular Bid)

DUE DATE: NO LATER THAN 2:30 PM (TIME) FRIDAY (DAY) 5/9/08 (DATE)

☒ ORIGINAL SPECIFICATIONS ☐ (REVISED) SPECIFICATIONS

160 NORTH MAIN STREET, MEMPHIS, TENNESSEE 38103

SEALED BID#:I001385
DUE DATE:5/9/08
BUYER: B. Brenner

SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 550, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
PHONE (901) 545-4360

SECTION I
NOTICE TO BIDDERS

Shelby County ***A C WHARTON JR., MAYOR***
Tennessee

April 21, 2008

Shelby County Government has issued **Sealed Bid Number I001385**, for **VEHICLE BODY REPAIRS** . The bid is located on the County's website at http://www.shelbycountytn.gov/. Go to "Purchasing Bids" under Online Services on the homepage. Then click on "List of Open Bids."

You will note that your bid is due no later than **2:30 PM, 5/9/08**, in the office of the Administrator of Purchasing, 160 North Main Street, Suite 550, Memphis, TN 38103.

All bids will be opened and publicly read by the Shelby County Government, at the time mentioned above, in the Purchasing Department, Suite 550, 160 North Main Street, Memphis, TN 38103.

A consideration in determining the best low bid will be the bidder's local presence or ownership within Shelby County.

As a condition precedent to bidding, bidders shall have received a current "Equal Opportunity Compliance Eligibility Number" which must be shown on the outside of each bid submission.

To receive an E.O.C. Eligibility Number, specific information must be received by the Shelby County Office of E.O.C at least 48 hours prior to the bid opening. To verify your E.O.C. Number or to receive information for obtaining a number, contact the Office of E.O.C. at (901) 545-4336.

THE LABEL, WHICH IS ATTACHED TO THIS BID NOTIFICATION, SHALL BE COMPLETELY FILLED OUT AND ATTACHED TO THE BID SUBMISSION ENVELOPE. YOU MUST DISPLAY YOUR CURRENT E.O.C. ELIGIBILITY NUMBER ON THE OUTSIDE OF YOUR ENVELOPE. UNLESS THE LABEL IS COMPLETELY FILLED OUT AND YOUR CURRENT CERTIFICATION NUMBER OR ELIGIBILITY NUMBER IS NOTED THEREON, YOUR BID WILL BE RETURNED TO YOU UNOPENED. IF YOUR LABEL IS LOST OR MISPLACED, PLEASE NOTE THE APPROPRIATE INFORMATION IN THE LOWER LEFT-HAND CORNER OF YOUR ENVELOPE.

Shelby County Government reserves the right to reject any or all bids and to waive any informality therein.

If there are any questions on the above bid, please contact **B. BRENNER** in the Purchasing Department at (901) 545-4360.

Sincerely,

Clifton Davis,
Administrator of Purchasing

SECTION I NOTICE TO BIDDER(S)
SECTION II GENERAL TERMS & CONDITIONS
SECTION III DETAILED REQUIREMENTS/SPECIFICATIONS
SECTION IV QUOTATION/BID RESPONSE FORM

SEALED BID#:I001385
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ROOM 550, 160 NORTH MAIN STREET
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SECTION II
GENERAL TERMS & CONDITIONS

1.0 PREPARATION AND SUBMISSION OF BIDS:

1.1 All information requested of the vendor shall be entered in the appropriate space on the Bid Response Forms. Failure to do so may disqualify the bid.

1.2 All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of a bid. Corrections shall be initialed in ink by the person signing the bid.

1.3 Corrections or modifications received after the closing time specified in the bid will not be accepted.

1.4 The vendor must provide its Federal Identification Number. Failure to provide this number could result in a 20% withholding of payment for any orders placed against this bid.

1.5 All bids shall be signed by an authorized officer or employee of the bidder.

1.6 Bids must be submitted by the date and at or prior to the time specified to be considered. No late bids, telegraphic or telephone bids will be accepted.

1.7 As a condition precedent to bidding, bidders shall have received a current "Shelby County Equal Opportunity Compliance Eligibility Number" which must be shown on the outside of each bid envelope submitted.

1.8 Submit bids in a sealed envelope with (1) your company's name and address, (2) the sealed bid number, (3) the closing time and due date of the bid, and (4) your company's current E.O.C. Eligibility Number shown on the outside.

1.9 The Bid Response Forms must be completed in full for a bid to be considered for award. Bidders are encouraged to submit additional information which they feel might be useful to the County in evaluating bids; however, the County reserves the right to reject or accept for consideration, during evaluation of bids, and additional information the bidder submits, and may reject or accept minor variations when evaluating bids.

2.0 CRITERIA AND CONDITIONS OF AWARD:

2.1 The County reserves the right to: (1) award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) reject any or all bids, or any part thereof, (3) waive any informality in the bids, and (4) accept the bid that is in the best interest of the County. The Purchasing Administrator's decision shall be final.

2.2 If the vendor cannot accept an award of only some items included in its bid, the vendor must stipulate in writing an exception to the award of individual items by stating "All or None" in the bid.

2.3 An award may be made based on the following factors:

- 2.3.1 Best/Low Bid meeting specifications;
- 2.3.2 Previous Vendor Performance History;
- 2.3.3 Delivery Time Quoted;
- 2.3.4 Vendor's local presence or ownership in Shelby County.

2.4 Shelby County Government reserves the right to alter, amend, or modify any provisions of the bid, or to withdraw this bid, at any time prior to the award of a contract pursuant hereto.

3.0 SPECIFICATIONS:

3.1 These specifications are not intentionally written for any one manufacturer and are for the purpose of indicating general size, type, and description of the items needed.

3.2 Any responsible bidder who considers these specifications to be of a non-competitive nature should immediately contact the Purchasing Administrator.

3.3 The Administrator of Purchasing hereby reserves the right to approve as an equal, or to reject as not being equal, any item the bidder proposes to furnish which contains minor variations from specification requirements but may comply substantially therewith. Items exceeding specifications will be considered as meeting specifications.

3.4 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.

3.5 Changes to the bid specifications are not valid unless authorized in writing by the Shelby County Purchasing Department.

4.0 PRICING, TERMS & DELIVERY:

4.1 Prompt payment discounts shall be considered in the evaluation of bids. Prices will be considered as net if no cash discount is shown.

4.2 Shelby County Government reserves the right to accept any prompt payment discount offered by the

successful bidder; however, for purposes of the discount, the due date will be computed from the date of receipt of a properly and correctly submitted invoice, receipt of shipment, or acceptance of shipment, whichever is later to occur.

4.3 Time of delivery may be a consideration in the award of this bid.

4.4 Time of delivery shall be stated as the number of calendar days from receipt of the order by the vendor to receipt of the goods or services by the County.

4.5 All deliveries shall be F.O.B. inside or at the Shelby County Department location specified in the bid. No additional charges for delivery shall be allowed.

5.0 LIABILITIES:

5.1 The vendor shall hold the County, its elected officials, 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 incorporated into any item provided to the County pursuant to this bid, and agrees to defend, at its own expense, any and all action brought against the County because of the unauthorized use of such items.

5.2 Shelby County Government, as a subdivision of the State Of Tennessee, cannot indemnify or hold harmless any vendor, supplier, contractor, etc. against claims of a third party or parties.

6.0 GRATUITIES:

6.1 Shelby County Government may, by written notice to the bidder, cancel any contract purchase order resulting from the bid without liability if it is determined by the County 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 official or employee of the County with the intent of securing a contract, or securing favorable treatment with respect to such a contract. In the event the contract purchase order is cancelled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the bidder in providing such gratuities.

7.0 CONFLICT OF INTEREST:

7.1 No part of the total contract purchase order amount resulting from this bid shall be paid directly or indirectly to any official or employee of Shelby County Government as wages, compensation, or gifts in exchange for acting as official agent, employee, subcontractor, or consultant to the contractor in connection with any work contemplated or performed relative to this contract. Furthermore, bids submitted by Shelby County employees or elected officials will not be accepted.

8.0 SAMPLES:

8.1 Samples of articles, when required, shall be furnished free of cost to the County.

8.2 Samples of articles submitted may be retained for future comparison.

8.3 Samples which are not destroyed by testing, or which are not retained for future comparison, will be returned upon request at the vendor's expense.

9.0 TAXES:

9.1 The vendor should include in its bid price to the County all applicable taxes it will incur for supplying the goods or services to the County that are payable by the County. However, the vendor shall not include any sales, use or federal excise tax to be collected from the County since the County is tax exempt from such taxes.

9.2 Items purchased for resale will show the County's resale permit number on the purchase order.

9.3 Exemption certificates will be furnished upon request.

10.0 BRAND NAMES:

10.1 Brand names and numbers, when used, are for reference to indicate the character or quality desired.

10.2 "Or Equal" items will be considered, provided the vendor clearly describes the substitute item, including the brand name, part number, and level of quality of the substitute item(s). The determination of the Purchasing Administrator to accept or reject the substitute item(s) shall be final and conclusive.

10.3 When no substitution is specified by the bidder, the vendor's bid

is presumed to conform to the items specified in the bid.

10.4 BID PROPOSALS BASED ON ITEMS OTHER THAN THOSE SPECIFIED BY BRAND NAMES IN THE BID. Any items other than those brands specified in the bid specifications require approval of the Purchasing Administrator. The items offered must be equivalent as to function, basic design, type and quality of materials, method of construction and any required dimensions.

11.0 DEFAULT BY BIDDER:

11.1 In case of default by the bidder, the County 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 County. Prices paid by the County 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 Purchasing Administrator.

12.0 CONTRACTS, LEASES, LEASE-PURCHASE:

12.1 When required, contracts or leases must be approved by the Shelby County Contracts Administration Department.

12.2 Shelby County Government will not accept language in any contract that limits or attempts to limit liability for breach of contract or negligence by the vendor.

13.0 BID BONDS AND INSURANCE:

13.1 When required, Bid Bonds may be submitted in the form of a Bid Bond or a Cashier's Check in the amount required. When a Cashier's Check is submitted in lieu of a Bond, and the bidder is one of the three (3) low bidders, the check may be retained until a contract is signed with the successful bidder.

13.2 When required, bidders must supply certificates of insurance or bonds through a company that is authorized to do business in the State of Tennessee, and such insurance or bond is subject to final approval by the Shelby County Risk Management Department.

14.0 FIRM PRICES:

14.1 Unless otherwise required in Section III of the bid, all prices quoted will be firm for a minimum of thirty (30) days from the bid opening date.

15.0 COUNTY COMMISSION APPROVAL:

15.1 If the award of this bid exceeds $50,000, or involves a Capital Improvement Project (C.I.P.), as defined by the County, such award will require approval by the Shelby County Board of Commissioners. This procedure could delay an award for a period of 30 to 60 days, or more, after the bid opening date.

16.0 THIRD PARTY ASSIGNMENT:

16.1 There shall be no assignments whatsoever to third parties, financial or otherwise, unless expressly agreed to by Shelby County Government in a separate written agreement. Any assignment or attempted assignment of any nature to third parties, without the consent of the County, shall be cause for termination of the contract at the option of the County.

17.0 AUTHORITY TO AWARD BID:

17.1 The award of this bid to the successful bidder(s) shall be governed by the laws of the State of Tennessee. The County will obtain all appropriate authority to award the bid and to enter into a contract.

18.0 LATE DELIVERY:

18.1 The vendor shall not be responsible for failure to deliver materials or render services due to strikes, flood, or fire.

18.2 Shelby County Government has the authority to cancel any and all orders issued under this bid if the vendor fails to deliver timely.

19.0 LIEN, CLAIMS OR ENCUMBRANCE:

19.1 The vendor agrees that all goods and materials delivered pursuant to this bid shall be free of any lien, claim or encumbrance.

20.0 AUDIT AND INSPECTION OF PREMISES:

20.1 All bidders, by bidding, agree that an official of the Purchasing Department shall be allowed to inspect the bidder's premises to verify its qualifications as a bidder.

20.2 The successful bidder shall agree to audits by an official of the Purchasing Department or the

County's Internal Audit Department if, during the period of the contract or bid award, such an audit is deemed necessary.

21.0 DOCUMENTS INCLUDED IN CONTRACT:

21.1 The specifications, terms and conditions, and detailed requirements contained in this bid shall be incorporated into and become a part of any contract or purchase order that results from this bid.

22.0 INSPECTION:

22.1 All shipments are subject to inspection prior to acceptance. If an inspection reveals that the delivered item(s) do not meet the bid specifications, Shelby County has the right to cancel the order and return said item(s) to the vendor at the vendor's expense.

23.0 MATERIAL SAFETY DATA SHEETS:

23.1 As a condition to bid award, if item(s) contained in this bid require Material Safety Data Sheets, the successful bidder shall provide data sheets at the time of delivery.

24.0 SHELBY COUNTY BUSINESS TAX LICENSE:

24.1 Firms located within the boundaries of Shelby County, Tennessee are required to have a current Shelby County Business License issued by the Business Tax Division of the Shelby County Clerk's Office or be considered exempt from the license requirement by the County Clerk's Office.

24.2 Successful bidders may be required to furnish a copy of their current Shelby County Business License prior to the award of this bid, or any part thereof.

25.0 PURCHASES BY MUNICIPALITIES AND OTHER GOVERNMENTAL AGENCIES/ENTITIES:

25.1 On bids issued to establish a source of supply for estimated requirements for Shelby County Government, bidders are requested to indicate in their bid responses whether they will allow purchases by other municipalities or governmental agencies or entities within the boundaries of Shelby County, Tennessee at the offered prices offered to Shelby County. The decision to do so shall be at the option of the bidder.

25.2 Purchases by local municipalities or other governmental agencies or entities shall be at the option of such municipalities, agencies, or entities.

26.0 PURCHASES FROM STATE OF TENNESSEE CONTRACT:

26.1 Shelby County Government reserves the right to purchase item(s) specified in this bid pursuant to the State of Tennessee Statewide Contracts, or the contracts of any other governmental agencies if it is considered in the best interest of Shelby County Government. Purchases from these contracts are authorized by Shelby County Code, Sec, 2-57 (10) (B).

27.0 DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION:

27.1 Bidders are advised that T.C.A 10-7-503(a) mandates that all State, County and Municipal records shall, at all times during business hours, be available for personal inspection by any citizen of Tennessee. Any information that is submitted by the vendor, whether or not identified in a bid response as proprietary or confidential, is therefore subject to inspection, and Shelby County assumes no liability for any information disclosed pursuant to a request under T.C.A 10-7-503(a).

28.0 TERMINATION OF AWARD OR CONTRACT:

28.1 It shall be cause for the immediate termination of any award or contract that may be entered into as a result of this bid if, after award or contract execution, the County determines that either the vendor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contender, or has plead or been found guilty of a criminal violation, whether state or federal, involving governmental sales or purchases, including, but not limited to, rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.

29.0 NON-DISCRIMINATION - TITLE VI:

29.1 The vendor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964 and all other Federal statutory laws which provide, in whole or in part, that no person on the

grounds of handicap, age, race, color, sex, or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination under any program or activity receiving Federal financial assistance during the performance of a contract or purchase order. The vendor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

30.0 NON-DISCRIMINATION - TITLE VII:

30.1 The vendor agrees to comply with the provisions of Title VII of the Civil Rights Act of 1964 and all other Federal statutory laws which provide, in whole or in part, that no employee on the grounds of age, race, color, sex or national origin, shall be discriminated against, harassed or retaliated against while opposing illegal harassment or discrimination in the workplace. The vendor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

31.0 NON-DISCRIMINATION - TITLE II:

31.1 The vendor agrees to comply with the provisions of Title II, which prohibits discrimination on the basis of disability by public entities. All governmental activities of public entities are covered, even if they are carried out by a vendor. The vendor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

32.0 EMPLOYMENT ELIGIBILITY VERIFICATION:

32.1 The Immigration and Naturalization Service's regulations require all employers to complete Forms I-9 as evidence of verification of identity and employment eligibility of each employee hired after November 6, 1986. The vendor, by submission of its bid, acknowledges that it is in compliance with said regulations and shall upon request show proof of same.

33.0 LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS

33.1 (i)The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.

(ii)Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.

(iii)The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of $250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.

(iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.

(v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.

(vi) Failure by a supplier or contractor to include locally owned small business sub-contractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show

documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under $15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

a. A preference of up to five percent (5%) shall be allowed for contracts up to $500,000.00;

b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to $750,000.00;

c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to $1,000,000.00;

d. A preference of two percent (2%) shall be allowed for contracts that exceed $1,000,000.00.

(x) For construction contracts over $2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.