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 III
DETAILED REQUIREMENTS/SPECIFICATIONS

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1.0 These detailed requirements and specifications shall become a part of and included in any contract or purchase order resulting from any award.

1.1 These specifications are not intentionally written around any one manufacturer and are only for the purpose of indicating generally the type of work required of said bid items.

1.2 Any responsible bidder who considers these specification to be of a non-competitive nature should immediately contact the Buyer listed in this bid.

2.0 BONDS/ INSURANCE REQUIREMENTS
Bonds - N/A
Insurance –

A. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Responsibilities for Claims and Liabilities. (a) Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Provider its sub-providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Provider or its sub-providers in the event that a suit, claim or action of any character is brought by any person not party to this Contract against Provider as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.

(e) Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-providers regarding any matter resulting from or relating to Consultant's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

2. Insurance Requirements. Provider will provide evidence of the following insurance coverage:

Provider shall maintain coverage with limits of no less than:

1) *Commercial General Liability Insurance* - $1,000,000 limit per occurrence bodily injury and property damage/$1,000,000 personal and advertising injury/$1,000,000 General Aggregate/$1,000,000 Products-Completed Operations Aggregate; Fire Damage Any One Fire $50,000; $5,000 medical expenses – any one person. The insurance shall include coverage for the following:
   a) Premises/Operations
   b) Explosion, Collapse, & Underground
   c) Products/Completed Operations
   d) Contractual
   e) Independent Contractors
   f) Broad Form Property Damage
   g) Personal Injury

2) *Business Automobile Liability Insurance* - $1,000,000 each accident for property damage and personal injury. Coverage is to be provided on all:
   a) Owned/Leased Autos
   b) Non-owned Autos
   c) Hired Autos

3) Garage Liability - $1,000,000 each accident

4) *Garagekeepers Legal Liabiiltiy – Direct Coverage - $125,000 per occurrence.*

5) *Workers Compensation and Employers' Liability Insurance* - Workers Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability Coverage for $1,000,000 per accident.

4) *Umbrella or Excess Liability Insurance* – a minimum of $5,000,000 umbrella or excess coverage.

All policies will provide for 30 days written notice to Shelby County of cancellation or material change in coverage provided, except non-payment of

premium will have 10 days' notice.

LICENSES AND PERMITS - Contractor shall be licensed locally and shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

3.0 WARRANTIES

The bidder must warrant that the services to be provided pursuant to this bid shall be free of negligence and shall be performed in accordance with the highest standards of performance in the industry for such services. **Bidders must furnish warranty information with this bid.**

4.0 LITERATURE REQUIREMENTS

N/A

5.0 MANUAL REQUIRED OF SUCCESSFUL BIDDER

N/A

6.0 DEVIATIONS TO SPECIFICATIONS

No substitutes from specifications will be permitted.

7.0 SPECIAL PACKING

N/A

8.0 ANY SPECIAL DELIVERY OR COMPLETION REQUIREMENTS:

Successful bidder must contact the Sheriff's Department Garage within twenty-four (24) hours of receiving the vehicle to be repaired and advise the nature of repairs to be made, cost involved, estimated completion time for the repairs.

9.0 FIRM PRICES

Unless otherwise specified, all prices are to be firm for a period of not less than 120 days from the date of the bid opening. Bidder shall indicated time period (in days after date of bid opening) their prices shall remain firm. Please see also bid specifications for firm price requirements.

10.0 DO YOU NEED ANY SPECIAL REFERENCE TO PUBLICATIONS OR STANDARDS:

See Specifications

11.0 RIGHTS OF INSPECTION AND/OR SAMPLING

Any/all items delivered as a result of award of this bid shall be new and unused and have been completely serviced by the successful bidder and be ready for inspection at the time of delivery. Final acceptance will be determined by inspection of items by Shelby County.

12.0 AWARD – ANY SPECIAL INSTRUCTION- AS TO TOTAL LOW, INDIVIDUAL PRICING, ETC.,

Shelby County reserves the right to reject all bids, or any part thereof; waive any informality in the bids to make award in the best interest of the County, and to request a hands-on demonstration of the bids items proposed.

12.1 Shelby County Government reserves the right to award this bid on the basis of individual items, groups of items or the entire list of items; whatever is in the best interest of the County.

13.0 PAYMENT SCHEDULE

Prompt payment discount shall be considered as a cost factor in this bid. Invoices shall be paid thirty (30) days after receipt of correct invoices. Invoices shall be sent directly to the using department.

14.0 CONTRACTS REQUIRED

A Contract will not be required. However, Purchase Order(s) will be issued.

15.0 F.O.B. POINT

Unless otherwise specified, all deliveries are to be F.O. B. Destination, Freight Prepaid, Inside/Inplace to the ordering department per their instructions.

16.0 DEMONSTRATION OF EQUIPMENT REQUIRED (SAMPLES):

Before a bid award is made, the using departments may wish to conduct a "walk thru" of the bidders vehicle body repair facility(s) to assure that bid specifications can be met.

17.0 BID RESPONSE FORM AND ADDITIONAL INFORMATION:

The bid response forms, set out in Section IV, must be completed in full for the bidder to be considered for award. Bidders are encouraged to submit additional information that they feel might be useful to the County in evaluating proposals; however, Shelby County Government reserves the right to accept or reject for consideration, during evaluation of proposals, any minor variations.

18.0 EQUAL/EQUIVALENT PRODUCTS:

N/A

19.0 BIDDERS INQUIRIES:

Should bidders have questions regarding the bid specifications or general bidding procedures please contact Bob Brenner, Purchasing Department – 901-545-3512 or bob.brenner@shelbycountytn.gov

SPECIFICATIONS
AUTOMOBILE BODY REPAIR

SCOPE:

The intent of this request is for the Shelby County Government to obtain firm pricing for Automotive Body Repairs for a twelve (12) month period beginning July 1, 2008 through June 30, 2009 with an option to renew for two(2) additional one(1)year periods upon agreement of both parties. The estimated annual expense against this bid is $130,000.00, with no guarantees that this dollar amount will be spent.

MATERIALS INCLUDED:

All parts installed shall be of equal quality as the manufacturer of each vehicle. All parts certified as equal to that of original equipment shall carry a warranty equal to that of original equipment.

BODY SHOP EQUIPMENT:

The successful vendor must have bench equipment and an updated measuring system for unitized body repairs. MIG welding equipment is also required.

PICK-UP/DELIVERIES:

Vehicles to be repaired shall be picked up and delivered to the following location:

Shelby County Sheriff's-11675 Memphis-Arlington Rd

PRICING:

Successful supplier will be required to submit written quotes for each vehicle to be repaired. Each repair quote must be approved by the using department before any work is begun. Repair quote shall state the number of hours to complete the repairs and necessary new parts billed at repair shop price, less percent (%)discount, as contained in the successful bidders quote.

VEHICLE TOWING:

Vehicles that are rendered inoperable are to be towed
to the repair shop regardless of the time of day. The
successful vendor must have an employee on the monitored lot or "on call" 24 hours a day, 7 days a week to receive inoperable vehicles.
If the successful bidder has its own wrecker towing service or uses another wrecker towing service, the towing service must be on the Sheriff Department's approved "rotating call list" for Wrecker Towing Service in Shelby County Tennessee. For details, please contact Capt. Bonner 901-867-1424.

STRIPING AND DECALS:

All striping and decals must be returned to the original specifications. Decals and striping shall be provided by the Sheriff's Department.

PHOTO:

The successful vendor shall provide a photo of the vehicle before and after the repairs.

CAMERA SURVEILLANCE:

Repair shop building(s) should have monitored and recorded surveillance. Damage occurring to the vehicles while in the care of the successful vendor shall be the sole responsibility of the vendor.

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SECTION IV
QUOTATION/BID RESPONSE FORM

NOTE: RETURN ONLY THIS SECTION WHEN SUBMITTING YOUR BID

A C WHARTON JR.
MAYOR

SHELBY COUNTY PURCHASING DEPT.

160 N. MAIN – SUITE 550
MEMPHIS, TENNESSEE 38103-1880
(901) 545-4360

REQUEST FOR QUOTATION			
NUMBER SB	I001385		DATE 4/18/08

THE ABOVE NUMBER MUST APPER ON ALL QUOTATIONS AND RELATED CORRESPONDENCE.
THIS IS NOT AN ORDER

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 WITH DELIVERY OF PRODUCTS.

QUOTE NOT LATER THAN	DATE DELIVERED REQ.	F.O.B.	REQUISITION NUMBER	REQUISITION DATE	BUYER
2:30 PM 5/9/08	ASAP	DESTINATION	03955	3/20/08	B. BRENNER

If you do not respond to this request for bid 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.

928-19 BODY & FRAME WORK

BASE YOUR QUOTATIONS ON THE TERMS AND CONDITIONS PRINTED AND/OR TYPED HEREON

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			NOTICE TO BIDDERS: THIS IS OUR SEALED BID **I001385**, WHICH IS DUE NO LATER THAN **2:30 PM, 5/9/08**. THE "GENERAL TERMS AND CONDITIONS", AS OUTLINED IN SECTION II, WILL TAKE THE PLACE OF THE "GENERAL BID REQUIREMENTS" SHOWN ON THE NEXT PAGE OF THIS REQUEST FOR QUOTATION FORM. IF YOU DO NOT RESPOND TO THIS REQUEST FOR BID WITH A "BID" OR A "NO BID", WE WILL ASSUME YOU NO LONGER WISH TO BID ON THE COMMODITY INDICATED ABOVE, AND YOUR COMPANY'S NAME MAY BE REMOVED FROM THE MAILING LIST. PAGE 1 OF 3 (SIGNATURE REQUIRED ON THIS PAGE)		

THIS IS NOT AN ORDER

NOTE DELIVERY REQUIRED AND IN QUOTING, ADVISE DEFINITE DELIVERY — TOTAL →

FIRM NAME	TELEPHONE NO.	DATE OF QUOTATION
FEDERAL I. D. NO.	TERMS	DELIVERY PROMISED DAYS A.R.O.

EFFECTIVE UNTIL	SIGNATURE	OFFICIAL TITLE

ALL BOXES ABOVE MUST BE COMPLETED FOR YOUR BID TO BE CONSIDERED. SEE GENERAL BID REQUIREMENT ON NEXT PAGE.

A C WHARTON JR.
MAYOR

SHELBY COUNTY PURCHASING DEPT.

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ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			VEHICLE BODY REPAIRS		
1			Body Labor Hourly Rate $_____		
2			Paint Labor Hourly Rate $_____		
3			Paint Supplies Hourly Rate $_____		
4			Body Supplies Hourly Rate $_____		
5			New Parts billed at repair shop Price Less (-)_____% Discount		
6			All outside repairs to be billed at Cost plus (+)_____%		
7			Additional Striping & Decal Hourly rate charge_____		

THIS IS NOT AN ORDER

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ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			VEHICLE BODY REPAIRS		
8			Towing charge per vehicle if applicable $_____		
9			Warranty information as attached.		
			PAGE 3 OF 3		

THIS IS NOT AN ORDER

NOT DELIVERY REQUIRED AND IN QUOTING, ADVISE DEFINITE DELIVERY — TOTAL →

FIRM NAME	TELEPHONE NO.	DATE OF QUOTATION
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