

F0060
TOWN OF COLLIERVILLE, PURCHASING DIVISION
STANDARD TERMS AND CONDITIONS FOR
REQUEST FOR QUOTATION
500 POPLAR VIEW PARKWAY • COLLIERVILLE, TN 38017 • PHONE: (901) 457-2250

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

1.0 PREPARATION OF QUOTES:

- 1.1 All information requested of the vendor shall be entered in the appropriate space on the form. Failure to do so may disqualify the quote.
- 1.2 Correction and/or modifications received after the due date specified will not be accepted.
- 1.3 Time of delivery shall be stated as the number of calendar days following receipt of the order by the successful vendor to receipt of the goods or services by the Town.
- 1.4 Time of delivery may be a consideration in the award.
- 1.5 Prices will be considered as net if no cash discount is shown.
- 1.6 An authorized officer, employee or agent of the vendor shall sign all quotes.
- 1.7 Quotes must be submitted by the date and at or before the time specified to be considered.

2.0 CRITERIA OF AWARD:

- 2.1 The Town reserves the right: (1) to award quotes received on the basis of individual items, or groups of items or on the entire list of items, (2) to reject any or all quotes, accept quotes in part or whole, (3) waive defects, informalities or minor irregularities in quotes or quote process and (4) to accept the quote that is deemed, to be in the best interest of the Town.
- 2.2 Award will be made on the following basis:
 - 2.2.1 Best/Low quote meeting specifications.
 - 2.2.2 Previous Vendor Performance History.
 - 2.2.3 Delivery Time Quoted.
- 2.3 In case of one or more identical quotes, the winning vendor will be determined by placing in a hat sheets of paper bearing, respectively, the names of the vendors submitting identical quotes, with a representative of the Town drawing one piece of paper, and the name of the vendor thereon shall be the successful vendor.

3.0 SPECIFICATIONS:

- 3.1 These specifications are not intentionally written around any one manufacturer and are for the purpose of indicating general size, type, and description of the items needed.
- 3.2 The Purchasing Agent hereby reserves the right to approve as an equal, or to reject as not being equal, any item the vendor proposed to furnish which contains minor variations from specification requirements but may comply substantially therewith. Items exceeding specifications will be considered as meeting specifications.
- 3.3 The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications.

4.0 PRICING, TERMS & DELIVERY:

- 4.1 Prompt payment discount shall be considered as a cost factor in the evaluation of quotes.

- 4.2 The Town of Collierville reserves the right to accept any prompt payment discount offered by the successful vendor, however, time will be computed from date of receipt of correct invoice or receipt of acceptance of shipment, whichever is later.
- 4.3 All deliveries shall be F.O.B. Collierville, Tennessee location in place/inside – no additional charges shall be allowed above the amount shown in the net prices.
- 4.4 All prices shall be valid for a minimum of thirty (30) days from the quote due date unless otherwise indicated in the bid request.
- 4.5 If there is a discrepancy between unit price and its extension, unit price shall prevail.

5.0LIABILITIES:

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

6.0GRATUITIES:

- 6.1 Town of Collierville may, by written notice to the vendor, cancel any contract and/or purchase order resulting from the quote without liability if it is determined by the Town that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the vendor, or any agent or representative of the vendor, to any officials or employee of the Town with a view toward securing a contract or securing favorable treatment with respect to the awarding amending, or the making of any determination with respect to the performing of such a contract. In the event the contract and/or purchase order is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or with hold the amount of the cost incurred by the vendor in providing such gratuities.

7.0CONFLICT OF INTEREST:

- 7.1 No part of the total contract and/or purchase order amount resulting from this quote shall be paid directly or indirectly to any official or employee of the Town of Collierville, Tennessee as wages, compensation, or gifts in exchange for acting as official, agent, employee, subcontractor, or consultant to the contractor in connection with any work contemplated or performed relative to this contract. Furthermore, quotes submitted by the above referenced individual (s) will not be accepted.

8.0SAMPLES:

- 8.1 Samples of articles, when required, shall be furnished free of cost to the Town.
- 8.2 Samples of articles selected 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.

9.0TAXES:

- 9.1 The contractor /vendor shall not include any sales, use or federal excise tax to be collected from the Town since the Town is tax exempt.
- 9.2 Exemption certificates will be furnished upon request.

10.0BRAND NAMES:

- 10.1 Brand names and number, when used, are for reference to indicate the character or quality desired.
- 10.2 Equal items will be considered, provided your offer clearly described the article. Offers for equal items shall state the brand and number or level of quality. The determination of the Purchasing Agent as to what items are equal shall be final and conclusive.
- 10.3 When brand, number, or level of quality is not stated by the vendor, it is understood the offer is exactly as specified.

11.0INSURANCE:

11.1 When required, vendors must supply certificate of insurance through a company that is authorized to do business in the State of Tennessee.

12.0AWARD OF BID:

12.1 The award of this quote to the successful vendor shall be governed by the laws of the State of Tennessee.

13.0DELIVERY EXCEPTION:

13.1 The suppliers shall not be responsible for failure to forward materials or render services due to strike, flood, or fire.

13.2 Should deliveries not be made on time as outlined on our quotation sheet and defined by you, then the Town has the authority to cancel any / and all orders issued under this quote.

14.0DOCUMENTS INCLUDED IN CONTRACTS:

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

15.0INSPECTION:

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

16.0BILLING AND PAYMENT:

16.1 Payment will be made by the Town upon receipt of invoice, ownership documents, and acceptance of commodity by the Town of Collierville.

16.2 The vendor shall submit an invoice to: Finance Director
Town of Collierville
500 Poplar View Parkway
Collierville, TN 38017

17.0COLLUSION:

17.1 Vendors, by submitting a signed quote, certify that the accompanying quote is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.