



**Shelby County  
Tennessee**

**MARK H. LUTTRELL, JR., MAYOR**

**REQUEST FOR QUOTATION**

**BID DESCRIPTION:** VEHICLE GLASS REPLACEMENT

**COMMODITY:** 060-57 GLASS AND SUPPLIES, WINDSHIELDS

**(Code No. and Description)** \_\_\_\_\_

**BID NUMBER:** SEALED Bid I000317

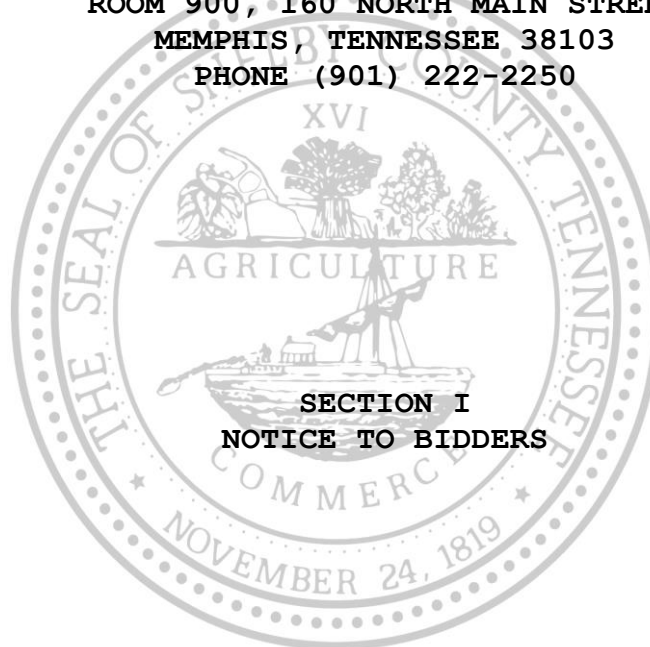
**DUE DATE:** NO LATER THAN 2:30pm TUESDAY 4/28/15  
(TIME) (DAY) (DATE)

ORIGINAL SPECIFICATIONS       (REVISED) SPECIFICATIONS

160 NORTH MAIN STREET, MEMPHIS, TENNESSEE 38103

SEALED BID # SBI000317  
DATE DUE: 4/28/15  
BUYER: BRENNER

SHELBY COUNTY PURCHASING DEPARTMENT  
ROOM 900, 160 NORTH MAIN STREET  
MEMPHIS, TENNESSEE 38103  
PHONE (901) 222-2250



**Shelby County**  
Tennessee

**MARK H. LUTTRELL, JR., MAYOR**

April 2, 2015

Shelby County Government has issued **Sealed Bid Number SBI-000317** for **Vehicle Glass Replacement**. The bid is located on the County's website at <http://www.shelbycountyttn.gov/>. Go to "Departments" on the home page, then "Purchasing Department", then click on the "Bids" link.

You will note that your bid is due no later than **2:30 PM, 4/28/2015**, in the office of the Administrator of Purchasing, 160 North Main Street, Suite 900, 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 900, 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) 222-1100.

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 **Robert Brenner** in the Purchasing Department at (901) 222-2257.

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

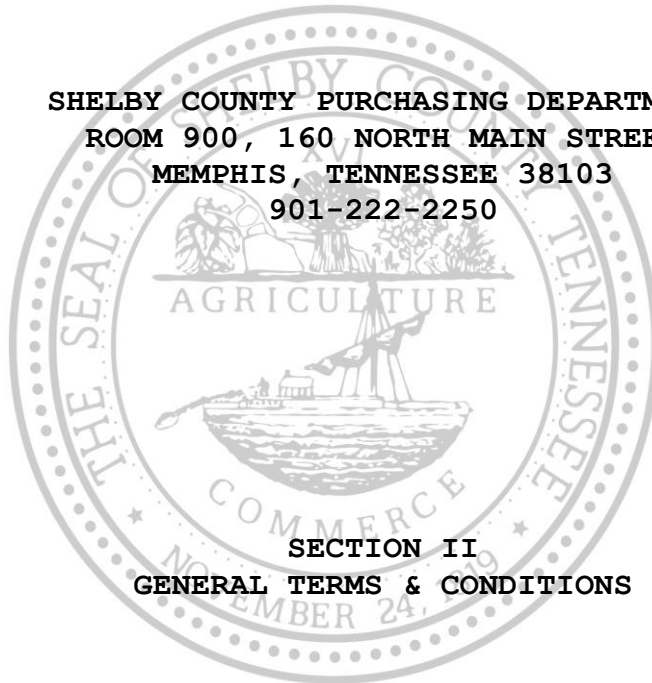


SEALED BID # SBI000317

DATE DUE: 4/28/15

BUYER: BRENNER

SHELBY COUNTY PURCHASING DEPARTMENT  
ROOM 900, 160 NORTH MAIN STREET  
MEMPHIS, TENNESSEE 38103  
901-222-2250



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 Finance Department.
- 13.3 Bid Bonds submitted by unsuccessful vendors will be returned upon award of contract [Tenn. Code Ann. §12-3-203 (j)].

**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 \$100,000, 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 contendere, 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 subcontractors 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.



SEALED BID # SBI000317

DATE DUE: 4/28/15

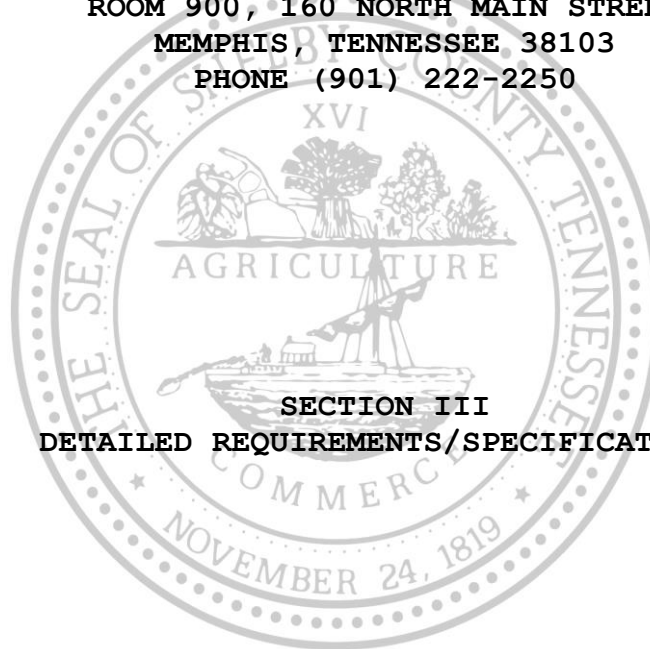
BUYER: BRENNER

SHELBY COUNTY PURCHASING DEPARTMENT

ROOM 900, 160 NORTH MAIN STREET

MEMPHIS, TENNESSEE 38103

PHONE (901) 222-2250



SECTION III

DETAILED REQUIREMENTS/SPECIFICATIONS

## VEHICLE GLASS REPLACEMENT

**Scope:** The intent of this bid request is for the Shelby County Government to obtain firm prices for Vehicle Glass Replacement for a twelve (12) month period, beginning July 1, 2015 through June 30, 2016, with an option to renew for two (2) additional one (1) year periods (July 1, 2016 through June 30, 2017, and July 1, 2017 through June 30, 2018). It is estimated that this bid shall represent annual expenditures in the amount of \$20,000.00; however, there are no guarantees regarding this dollar amount. Disasters classed as “Acts of God” could greatly impact the estimated dollar amount

**Material Specifications:** All glass utilized in conjunction with this bid shall be factory original.

**Installer Requirement:** Installation personnel shall be National Glass Association (NGA) certified and use state-of-the-art techniques, equipment, and materials.

**Standards for Glass Replacements:** Shelby County Government's expectation is that replacement windshields shall not compromise any of the safety standards that were a part of the original vehicle design. All glass, repairs, and installations must comply with applicable standards of the American Society of Testing Materials (ASTM), and American National Standards of Safety (ANSI/AGRSS 002-2002) as amended. The replaced windshield glass shall also meet the four government Federal Motor Vehicle Safety Standards (FMVSS) related to automotive glass:

- FMVSS 205 Glazing Materials
- FMVSS 208 Occupant Crash Performance
- FMVSS 212 Windshield Retention
- FMVSS 216 Roof Crush Resistance

**Vehicle Service Requirement:** For purposes of this bid, the Shelby County Sheriff's Department shall be the only department participating in this agreement.

Service needs are as follows:

- 1) The successful bidder shall be required to deliver and install glass with a 4 hour turnaround time as per the using department request.
- 2) The using department may elect to bring the auto or equipment into the vendor's shop. In this case, the successful bidder will be required to install glass within two (2) hours of arrival.
- 3) If windshield glass is to be installed by County personnel, it shall be the vendor's responsibility to deliver glass ordered at no additional charge and in a timely manner. Successful bidder shall be required to stock sufficient inventory to meet service needs one (1), two (2), and three (3) above.

**Pricing:** Vendor shall quote individual prices for each item listed on the quotation sheet as attached. Fees shall be the same for both in shop and out of shop installations. Where required, molding requirements will be at cost plus percentage (%) markup. Consistent with vehicle safety, reasonable cost savings efforts should be made to salvage and reuse existing moldings rather than merely replacing.

All prices quoted shall be firm for the period of July 1, 2015 through June 30, 2016. However, the successful vendor shall be required to give Shelby County Government the benefit of any general price reduction at any time during the term of the award for any item awarded to them.

Prior to the renewal periods (July 1, 2016 through June 30, 2017 & July 1, 2017 through June 30, 2018) prices will be subject to manufacturer's price increase/decrease. Prices in effect at the beginning of the renewal period shall remain firm for the entire renewal period.

Before any price(s) can be increased, the successful bidder shall be required to give Shelby County's Purchasing Department the following:

- (1) Written notification of those items which will be affected by the price increase, and the applicable percent (%) of change.
- (2) Include with written notification, a written letter from the manufacturer advising of price increase(s), percent (%) of increase, and items involved.

Successful bidder shall give Shelby County Government not less than sixty (60) days notification. Shelby County Government reserves the right to reject any

**Warranty:** All work shall be guaranteed. This shall include any glass broken or damaged because of incorrect installation, or leaks around windshield or any repaired or replaced glass. Vendor shall be responsible for replacement of such vehicle glass and repair of any leaks at no charge. There shall be no defects in the new windshield/window. The warranty will be for the remaining life of the vehicle. If Shelby County purchases "glass only" for installation by its own personnel, then the warranty shall only cover the glass itself.

**Payments:** Purchase Orders shall be issued to encumber funds for payment of services. Original invoices shall be sent to the using department for payment processing.

**Insurance:** The successful vendor will be required to submit proof of proper insurance before bid award is made. Damages occurring to vehicles while in the care of the successful vendor will be the responsibility of the vendor.

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. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following:
  - a) Premises/Operations
  - b) Explosion, Collapse, & Underground, if applicable
  - 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. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. Coverage is to be provided on all:
  - a) Owned/Leased Autos
  - b) Non-owned Autos
  - c) Hired Autos
- 3) *Garage Liability* – minimum limit of \$1,000,000 each accident/occurrence.
- 4) *Garagekeepers Liability – Direct Coverage* - minimum limit of \$125,000 per occurrence.
- 5) *Workers Compensation* - statutory limits as required by Tennessee statutes. This policy should include Employers' Liability Coverage for \$1,000,000 per accident. Policy will include waiver of subrogation endorsement in favor of Shelby County Government

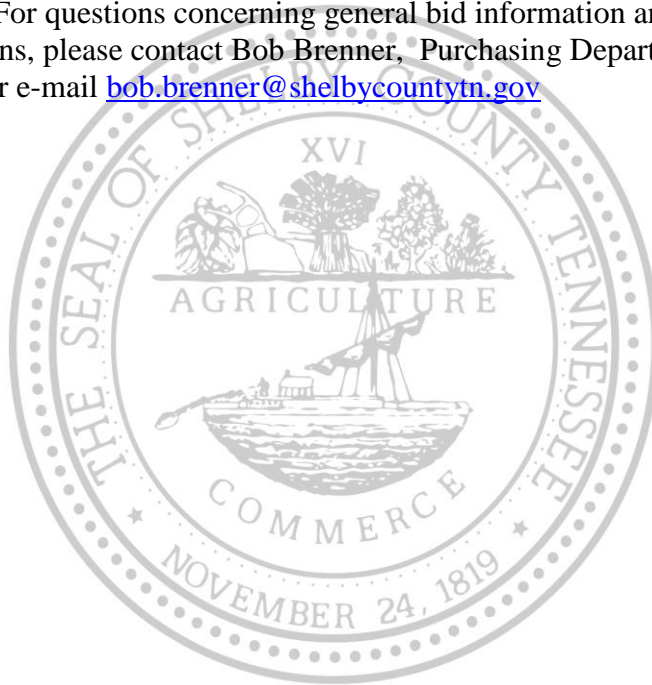
All policies will provide for thirty (30) days written notice to Shelby County of cancellation of coverage provided. Ten (10) days notice is applicable to non-payment of premium. If the insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Provider will send immediate notice to Shelby County and provide evidence of replacement coverage with no lapse.



All insurance policies maintained by the Provider shall be primary and non-contributing as applying to Shelby County, irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf. Any insurance company of the Provider shall be authorized to do business in the State of Tennessee and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" and a Financial Size Category of "X".

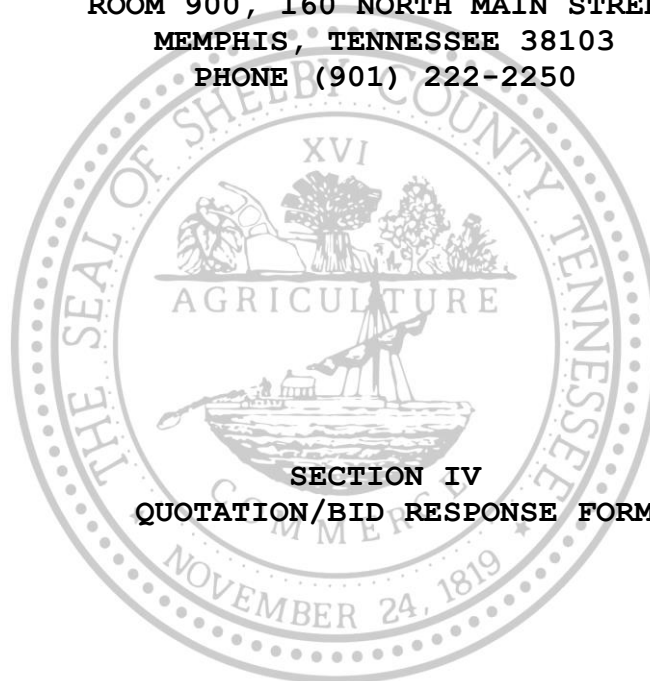
**Business License:** All vendors are required to have a current business license to do business in Shelby County. Bids from vendors who do not possess a current business license will be rejected.

**Bidder Inquiries:** For questions concerning general bid information and/or bid specifications, please contact Bob Brenner, Purchasing Department, at 901-222-2257 or e-mail [bob.brenner@shelbycountyttn.gov](mailto:bob.brenner@shelbycountyttn.gov)



SEALED BID # SBI000317  
DATE DUE: 4/28/15  
BUYER: BRENNER

SHELBY COUNTY PURCHASING DEPARTMENT  
ROOM 900, 160 NORTH MAIN STREET  
MEMPHIS, TENNESSEE 38103  
PHONE (901) 222-2250



SECTION IV  
QUOTATION/BID RESPONSE FORM

NOTE: RETURN ONLY THIS SECTION WHEN SUBMITTING YOUR BID

MARK H. LUTTRELL, JR.  
MAYOR



**SHELBY COUNTY PURCHASING DEPT.**  
160 N. MAIN – SUITE 550  
MEMPHIS, TENNESSEE 38103-1880  
(901) 545-4360

REQUEST FOR QUOTATION		
NUMBER SB	I000317	DATE 04/02/15
<p style="color: red; text-align: center;">THE ABOVE NUMBER MUST APPEAR ON ALL QUOTATIONS AND RELATED CORRESPONDENCE. <b>THIS IS NOT AN ORDER</b></p>		
<p style="color: red; text-align: center;">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.</p>		

QUOTE NOT LATER THAN <b>2:30 PM 4/28/15</b>	DATE DELIVERED REQ. ASAP	F.O.B. DESTINATION	REQUISITION NUMBER 15-9068	REQUISITION DATE 03/04/15	BUYER 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.

**928-46 VEHICLE GLASS REPAIRS & REPLACEMENT**

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

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			<p>NOTICE TO BIDDERS:</p> <p>THIS IS OUR SEALED BID SBI-000317 WHICH IS DUE NO LATER THAN <b>2:30 PM, 4/28/2015</b>. 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.</p> <p style="text-align: center;">(SIGNATURE REQUIRED ON THIS PAGE)</p>		

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

<b>BID QUOTATION SHEET</b>			
<b>SBI000317</b>			
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
<b>1</b>	<b>URETHANE</b>		
	A) High Viscosity	<b>EA</b>	
	B) Quick Cure (1 hour drive time) 418HV	<b>EA</b>	
	C) High Modulus Nonconductive	<b>EA</b>	
<b>2</b>	<b>MOULDINGS</b> (Cost plus _____percent(%))	<b>%</b>	
<b>3</b>	<b>LABOR</b>		
	A) Windshields	<b>EA</b>	
	B) Back Glass	<b>EA</b>	
	C) Door Glass	<b>EA</b>	
	D) Quarter Glass	<b>EA</b>	
	E) Vent Glass	<b>EA</b>	
	F) Flat Laminated	<b>EA</b>	
<b>4</b>	<b>GLASS</b>		
	A) Windshields		
	FW3239 GBN Hyundai Sonata '11-12'	<b>EA</b>	
	W1658 GTY Chevrolet Tahoe 4 dr. '08-10'	<b>EA</b>	
	W1883 GTY Chevrolet Tahoe 4 dr. '11-12'	<b>EA</b>	
	W1549 GTY Chevrolet Silverado '05	<b>EA</b>	
	W1839 GTY Dodge Durango '11-12'	<b>EA</b>	
	W1506 GBY Ford Crown Victoria '06-11'	<b>EA</b>	
	W1796 GTN Ford Expedition '10-12'	<b>EA</b>	
	W1551 GTY Ford F150 '08	<b>EA</b>	
	W1640 GTY Chevrolet Impala '06-12'	<b>EA</b>	
	W1891 GTY Dodge Charger '11-12'	<b>EA</b>	
	W1582 GBN Ford Expedition '06	<b>EA</b>	
	FW2734 GBN Nissan Altima '11-12'	<b>EA</b>	
	FW2955 GBY Nissan Maxima '11-12	<b>EA</b>	
	W1786 GBY Ford Taurus '11-12'	<b>EA</b>	
	FW2510 GBN Nissan Pathfinder '11-12'	<b>EA</b>	
	W1580 GTN Chevrolet 2500 Van '06	<b>EA</b>	
	W1843 GBY Ford Explorer '11-12'	<b>EA</b>	
	W1747 GTY Ford F150 Truck '10-12'	<b>EA</b>	
	W1624 GTY Ford E250 Van '08	<b>EA</b>	
	FW2627 GBY Toyota Camry '11	<b>EA</b>	
	FW3473 GBY Toyota Camry '12	<b>EA</b>	

	W1767 GTY Ford E250 Econoline Van '11-12'	EA	
	W1622 GBY Ford Fusion '08	EA	
	W1672 GTY Chevrolet Malibu '09	EA	
	W1693 GTY Ford F250 Truck '08-10'	EA	
	W1851 GTY Ford F250 Truck '11-12'	EA	
	W1793 GBN Dodge Truck Crew Cab '11-12'	EA	
	DW2008 GTY Dodge Truck Crew Cab SSV	EA	
	DW2133GBY Chevrolet Tahoe 2015	EA	
	DW2028 GTY Dodge Durango 2014	EA	
	DW1843 GGY Ford Explorer 2014	EA	
	DW1949 GTY Ford Fusion 2015	EA	
	DW1786 GBY Ford Taurus 2013	EA	
	DW2023 GTY Chevrolet Impala 2014	EA	
	DW1747 GTY Ford F150 Crew Cab	EA	
	DW2175 GTY Dodge Charger-Police Package	EA	
	DW1932 GTY GMC Terrain 2013	EA	
	FW2510 GBN Nissan Pathfinder	EA	
	B) Back Glass B9520 GTN	EA	
	C) Door Glass D8628 GTN Ford Crown Victoria	EA	
<b>5</b>	<b>MISCELLANEOUS SUPPLIES</b>		
	(A) Razor Blades	BX	
	(B) Utility Blades	BX	
	(C) 8" Equalizer Blades	EA	
	(D) 8" Sheath	EA	
	(E) 12" Equalizer Blades	EA	
	(F) 12" Sheath	EA	
	(G) Cold Knife 1" Blades (10 per tube)	TUBE	
	(H) Cold Knife 1 1/2" Blades (10 per tube)	TUBE	
	(I) Long Utility Blades	BX	
	(J) Long Knife	EA	
	(K) Cold Knife	EA	
	(L) Scraper	EA	
	(M) Caulking Gun(Green)	EA	
	(N) Loctite Rearview Mirror Kit(small)	EA	
	(O) 2" Tape	RL	
	(P) Glass Cleaner	EA	
	(Q) Urethane Cleaner	EA	
	(R) Urethane Primer	EA	

Proposal Response Sheet

Shelby County Government – SBI-000317 Vehicle Glass Replacement

Name of firm: \_\_\_\_\_

Firm's Website: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Remit Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_  
Print: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature (Person authorized to negotiate with the County on behalf of the organization/firm.)

Email address: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_  
Print: \_\_\_\_\_

Signature (Person authorized to negotiate with the County on behalf of the organization/firm.)

Email address: \_\_\_\_\_

The signature (s) above indicates that certifies that:

- (i) the Proposer's signatory is an agent authorized to submit proposals on behalf of the organization/firm;
- (ii) all declarations in the proposal and attachments are true to the best of reasonable knowledge;
- (iii) all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition;
- (iv) the offer made in the proposal is firm and binding for 90 days after receipt of the proposal by the County; and
- (v) all aspects of this RFP and the proposal submitted are binding for the duration if this proposal is selected and a contract awarded.

Vendor # \_\_\_\_\_ (**Required**) EOC #: \_\_\_\_\_ (**Required**)

*If EOC certification was obtained through a Teaming agreement and the EOC number starts with a "T", please complete the next page. If this does not apply, disregard the next page.*

\_\_\_\_\_ Check here if you qualify as a MBE\_\_\_\_, HBE\_\_\_\_ or WBE\_\_\_\_ (Minority, Hispanics or Woman owned Business Enterprise) If so, please indicate the classification below:

African American Hispanic American Asian American Native American Other \_\_\_\_\_

\_\_\_\_\_ Check here if you are a qualified LOSB (Locally owned Small Business) vendor. Certification for this status is received through the EOC Administration. *This is not a self-certifying classification.*

**Proposal Response Sheet**

**Shelby County Government – SBI-000317 Vehicle Glass Replacement**

Are you currently in an EOC Teaming Agreement? If so please complete the following:

Please name the firm you agreed to team with in order to be qualified to do business with Shelby

County Government: \_\_\_\_\_

You are aware that part of being approved with a “Teaming Agreement” you agreed to team with the certified LOSB identified on your agreement on “ALL” County projects? \_\_\_\_\_

Will this company participate in the completion of services for this proposal? \_\_\_\_\_

If not, why? \_\_\_\_\_

\_\_\_\_\_

If you answered no to the above question, is your Teaming LOSB vendor aware that you are bidding on this project for the County? \_\_\_\_\_

Have you included another firm to participate in the completion of the services: \_\_\_\_\_

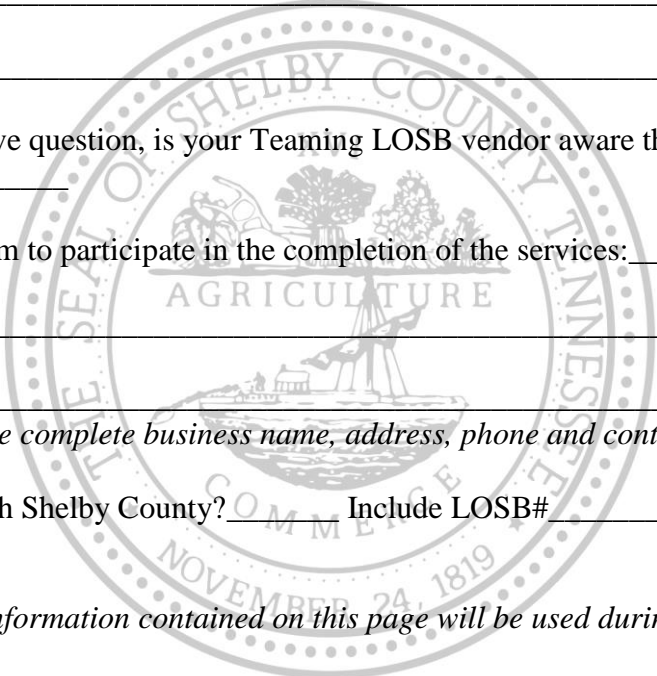
If so, who? \_\_\_\_\_

\_\_\_\_\_

*(Include the complete business name, address, phone and contact person)*

Are they a certified LOSB with Shelby County? \_\_\_\_\_ Include LOSB# \_\_\_\_\_

*\*\*Please note that all of the information contained on this page will be used during the evaluation of the responses\*\**



**The first page of this document MUST be printed on your company letterhead or stationary.**

Definitions for the information listed on the first page

**Locally Owned Small Business:**

For this purpose, a Locally Owned Small Business is defined as a sole proprietorship, corporation, partnership, joint venture or any other business or professional entity located within Shelby County, Tennessee and at least 51% owned, operated and managed by a Shelby County resident with gross annual sales of \$5 Million dollars or less. The business must be confined within the boundaries of Shelby County, Tennessee

**Minority/Hispanic/Woman owned Business Enterprise:**

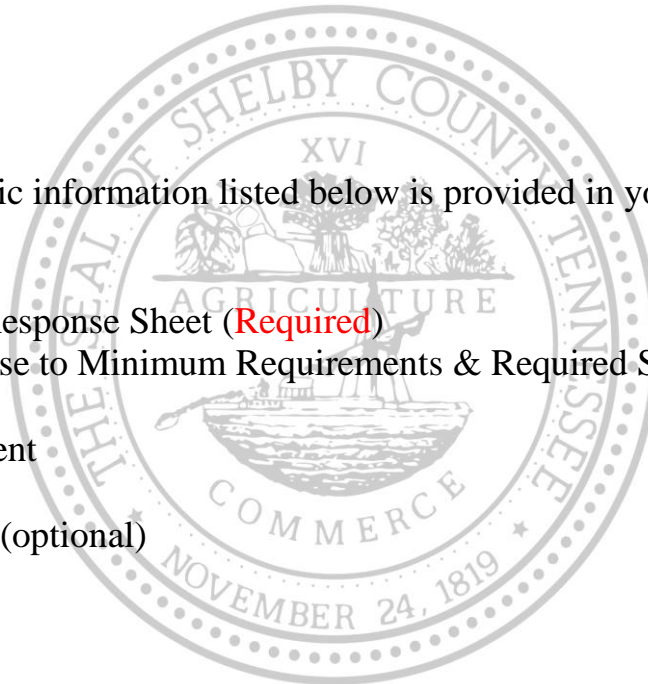
Minority – a Black American having his or her origin in the black racial groups of Africa.

Hispanic – A person of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish culture.

**Response Checklist:**

Please make sure that basic information listed below is provided in your RFP before you submit your response.

- Cover Sheet/Proposal Response Sheet (**Required**)
- Comprehensive Response to Minimum Requirements & Required Services
- Cost & Fees
- Experience of Respondent
- References
- Additional Information (optional)



*(This checklist does not absolve the Respondent of any other required documentation indicated in the document not list above. Please use the information highlighted above as a reference only)*