CONTRACT FOR SERVICES AND/OR PRODUCTS

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein "**Contract**") is made and entered into this 26th day of August 2013 by and between the TOWN OF COLLIERVILLE, TENNESSEE, a Tennessee municipal corporation, (herein the "**TOWN**") and GERALD PERRY TENNIS COMPANY, INC. a Missouri corporation (herein the "**CONTRACTOR**").

WITNESSETH:

WHEREAS, the TOWN desires to contract with a provider for tennis court resurfacing and repairs on an as needed basis at tennis court facilities located throughout the Town (herein the "**Contract Items**"), and

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

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

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

1.00 SCOPE OF CONTRACT

The CONTRACTOR is to furnish the services and/or products as specified in the Invitation to Bid issued by the TOWN under No. TC2013-20 **Tennis Court Resurfacing** (herein the "**Invitation to Bid**") and any amendments thereto. The Invitation to Bid and any amendments thereto are attached hereto as **Exhibit "A"** and incorporated by reference herein and made a part hereof. Unless otherwise specified herein, the CONTRACTOR is to furnish all materials, tools, equipment, manpower, and consumables necessary to complete the Contract Items.

2.00 TERM OF CONTRACT

The period of this Contract shall be for twelve (12) months, beginning on August 26, 2013 and ending on August 25, 2014. This Contract may be extended by the TOWN for four (4) additional successive twelve (12) month period[s] or portions thereof, up to a cumulative total of sixty (60) months, by written notice to the CONTRACTOR given at least thirty (30) days before the expiration of the term then in existence.

3.00 COMPENSATION

3.01. Amount of Compensation. The CONTRACTOR agrees to provide the services, equipment and products as specified in its bid to the TOWN at the cost specified in said bid and amendments, if any, the bid and any amendments thereto being attached hereto as **Exhibit "B"** and incorporated by reference herein and made a part hereof. The amount as specified in **Exhibit "B"** may be increased or decreased by the TOWN under Section 4.00 of this Contract ("Additional Services"), through the issuance of an Addendum. Any prices specified in this Contract or an Addendum thereto will remain in effect for the term of this Contract or any extensions thereof.

3.02. Payment of Compensation. All invoices received by the TOWN are payable within thirty (30) days from receipt, provided they have first been approved by the TOWN department that is the beneficiary of the Contract Items, and such department has accepted the Contract Items. The TOWN reserves the right to partially pay any invoice submitted by the CONTRACTOR when requested to do so by the TOWN department that is the beneficiary of the Contract Items. All invoices shall be directed to the Accounts Payable Department, Town of Collierville, 500 Poplar View Parkway, Collierville, Tennessee 38017. In the event any Contract Items are deemed unacceptable, the TOWN'S representative shall notify the CONTRACTOR of the deficiencies in writing and the TOWN may withhold payment until the deficiencies are corrected to the satisfaction of the TOWN, such determination to be made in the sole and absolute discretion of the TOWN. All invoices must clearly indicate the Invitation to Bid number.

4.00 ADDITIONAL SERVICES

In the event the TOWN requests that the CONTRACTOR perform additional services and/or furnish additional products not covered by this Contract, the CONTRACTOR shall perform such additional services after the TOWN and the CONTRACTOR enter into an equitable agreement regarding the additional services and/or products.

5.00 NOTICE TO PROCEED

The CONTRACTOR shall commence to perform and/or furnish the Contract Items called for under this Contract upon the written Notice to Proceed issued by the TOWN.

6.00 CONFLICT OF INTEREST

The CONTRACTOR declares that neither the Mayor, nor any Aldermen, nor any other TOWN official or employee holds a direct or indirect interest in this Contract. The CONTRACTOR pledges that it will notify the TOWN in writing should any TOWN official become either directly or indirectly interested in this Contract. The CONTRACTOR declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the TOWN, or to pay anyone else for the benefit of any official or employee of the TOWN any sum of money or other thing of value for aid or assistance in obtaining this Contract. The CONTRACTOR further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the TOWN or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

7.00 COMPLIANCE WITH LAWS

The CONTRACTOR agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the provision of the Contract Items and to comply with all instructions and orders issued by the TOWN regarding the Contract Items.

8.00 TERMINATION

Upon thirty (30) days written notice, with or without cause, the TOWN may terminate this Contract. Following such termination, the TOWN and the CONTRACTOR shall agree upon an amount of payment for all Contract Items properly performed or furnished prior to the effective date of termination.

9.00 WARRANTY

The CONTRACTOR warrants that the Contract Items, including any equipment and products provided shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time the service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects or errors; and in the case of products meet the specifications in the Invitation to Bid. The CONTRACTOR warrants that all equipment and products provided shall be furnished to the TOWN in good and working condition. If the CONTRACTOR is notified in writing by the TOWN of any faulty Contract Items furnished by the CONTRACTOR, the CONTRACTOR shall, at the TOWN'S option, either: (i) perform again the relevant Contract Items to correct such fault, defect or error, at no additional cost to the TOWN; or (ii) refund to the TOWN the charge paid by the TOWN which is attributable to such portions of the faulty, defective or erroneous Contract Items, including any costs for re-provision of the relevant Contract Items by other contractors. The CONTRACTOR warrants that all products provided by the CONTRACTOR shall be merchantable, be fit for the purpose intended and shall meet the specifications of the Invitation to Bid. The CONTRACTOR shall be liable for secondary, incidental or consequential damages of any nature resulting from any work performed under this Contract.

10.00 FORCE MAJEURE

The obligations of CONTRACTOR hereunder are subject to and shall be excused in the event of riots, wars, and Acts of God.

11.00 INSURANCE

11.01. Comprehensive General Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the TOWN, coverage for CONTRACTOR on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than One Million Dollars ($1,000,000) for Bodily Injury and Property Damage.

11.02. Automobile Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Automobile Liability coverage in the minimum amount of Five-Hundred Thousand Dollars ($500,000) combined single limits for Bodily Injury and Property Damage.

11.03. Workers' Compensation Coverage. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract full and complete Workers' Compensation Coverage in the minimum amount of One-Hundred Thousand Dollars ($100,000) as required by State of Tennessee law.

11.04. [Omitted]

11.05. Certificates of Insurance. The CONTRACTOR shall provide the TOWN with Certificates of Insurance on all the policies of insurance and renewals thereof in forms acceptable to the TOWN. Said Comprehensive General Liability policy shall provide that the TOWN be an additional insured. The TOWN shall be notified in writing of any reduction, cancellation or substantial change of said policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the TOWN and licensed and authorized to do business under the laws of the State of Tennessee.

12.00 CLAIMS, LIABILITY AND INDEMNITY

The CONTRACTOR shall assume all risk in connection with the performance of this Contract, and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants, and/or employees in connection with the prosecution and completion of the Contract Items covered by this Contract. The CONTRACTOR agrees that it will indemnify and hold the TOWN and its employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the TOWN arising from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants and/or employees in the performance of this Contract, and the CONTRACTOR will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of this Contract.

13.00 ATTORNEY'S FEES

If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Contract and the TOWN is successful therein, the TOWN shall be entitled to recover from the CONTRACTOR reasonable attorney's fees, court costs and all expenses even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which the TOWN may be entitled.

14.00 EQUAL EMPLOYMENT OPPORTUNITY

14.01. Non-discrimination. In carrying out the Contract Items under this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

14.02. Posting and Advertising. The CONTRACTOR agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained in Paragraph 14.01 hereinabove. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by, or on behalf of, the CONTRACTOR, state that all qualified applicants shall receive consideration for

employment without regard to race, creed, color, national origin or sex. The CONTRACTOR shall incorporate the foregoing requirements of this Paragraph 14.02 in all subcontracts, if any, for services or products covered by this Contract.

15.00 TRANSFER, ASSIGNMENT OR SUBLETTING

This Contract shall not be transferred or assigned or sublet without prior written consent of the TOWN.

16.00 SAFETY MEASURES

The CONTRACTOR shall take all necessary precautions for the safety of the TOWN'S and CONTRACTOR'S employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the CONTRACTOR shall post signs warning against hazards in and around the site where the CONTRACTOR is furnishing Contract Items.

17.00 FAMILIARITY WITH THE CONTRACT ITEMS

The CONTRACTOR, by executing this Contract, acknowledges full understanding of the extent and character of the Contract Items required and the conditions surrounding the provision thereof. The TOWN will not be responsible for any alleged misunderstanding of the Contract Items to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the CONTRACTOR serves as the CONTRACTOR'S stated commitment to fulfill all the conditions referred to in this Contract.

18.00 ENTIRE AGREEMENT

This Contract and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of this Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

19.00 PERMITS, LICENSES AND CERTIFICATES

The CONTRACTOR is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Contract Items under this Contract.

20.00 FIRE, THEFT, LOSS

The CONTRACTOR is responsible for all damage or loss by fire, theft or otherwise to materials, tools, equipment, and consumables left on TOWN property by the CONTRACTOR.

21.00 CONTRACTING AUTHORITY

The persons executing this Contract on behalf of the TOWN and the CONTRACTOR hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

22.00 GOVERNING LAW

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state, and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Shelby County, Tennessee and the CONTRACTOR hereby consents to the jurisdiction of such courts.

23.00 OPPORTUNITY FOR REVIEW

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

24.00 SECTION HEADINGS

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

25.00 NOTICES

All notices, demands, and requests required or permitted by this Contract shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows:

(i) To: Town of Collierville
500 Poplar View Parkway
Collierville, TN 38017
Facsimile: (901) 457-2207

(ii) To: Gerald Perry Tennis Company, Inc.
3381 East Sommerset Road
Springfield, Mo 65804
Facsimile: (417) 865-9801

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or telecopier number for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

26.00 SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein by its severance herefrom. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or enforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

27.00 NO CONSENT TO BREACH

No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

28.00 OTHER INSTRUMENTS

The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

[Signatures to follow on next page]

WITNESS THE DUE EXECUTION HEREOF.

TOWN OF COLLIERVILLE, TENNESSEE

By: _____
Stan Joyner, Mayor

ATTEST:

By: _____
Town Clerk/Recorder

APPROVED AS TO FORM AND CONTENT:

_____
Director of General Services

July 30, 2013

GERALD PERRY TENNIS COMPANY, INC.

By: _____

Its: CEO Coach Manager

CONTRACTOR's Mailing Address:
3381 East Sommerset Road
Springfield, MO 65804

CONTRACTOR's Telephone Number:
(417) 894-9024

CONTRACTOR's Facsimile Number:
(417) 865-9801

MB 7/29/13

EXHIBIT "A"

Invitation to Bid No. TC2013-20

TOWN OF COLLIERVILLE

GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

Stan Joyner, Mayor
James H. Lewellen, Town Administrator
Jane Bevill, Finance Director
Derek Honeycutt, Director of General Services
Mandy Bajusz, Purchasing Agent

INVITATION TO BID

BID DESCRIPTION: TENNIS COURT RESURFACING

BID NUMBER: TC2013-20

DUE DATE: No Later Than

2:00:00 P.M.	**THURSDAY**	**JULY 25, 2013**
(Local Time)	**(Day)**	**(Date)**

SEALED BID No. TC2013-20
DUE DATE: 07-25-2013

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CONTRACT FOR SERVICES AND/OR PRODUCTS	SECTION VIII
TOWN OF COLLIERVILLE BID ENVELOPE	ATTACHMENT

SEALED BID No. TC2013-20
DUE DATE: 07-25-2013

TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION I

LEGAL NOTICE TO BIDDER(S)

LEGAL NOTICE TO BIDDERS

The Town of Collierville Purchasing Division is requesting sealed bids on the following items:

BID # TC2013-20 "TENNIS COURT RESURFACING"

Complete bid packages are available from the Purchasing Division, 500 Poplar View Parkway, Collierville, TN 38017, Monday through Friday, 8 a.m. to 5 p.m. Interested parties may visit the Purchasing Division's Bid and RFP webpage at http://www.collierville.com/general-services-departments-97/bids-rfps for further solicitation information and to obtain the project's official bid/RFP distribution form by clicking on the bid/RFP/RFSOQ number. The completed distribution form should be returned by facsimile request at 901-457-2258; or by email to tocpurchasing@ci.collierville.tn.us.

Please Note: As a part of doing business with the Town of Collierville, Tennessee, each individual, company or organization is required to obtain a Vendor Number to reference when requesting a copy of any bid. The Vendor will also be required to reference its Vendor Number on the Bid Response Form.

**The Vendor Number may be obtained by accessing the Town's vendor registration site and registering as a Town of Collierville vendor at http://tocpurchasing.collierville.com/bso. If you are a registered vendor of the Town of Collierville, but have forgotten or misplaced your vendor number, please visit* http://www.collierville.com/general-services-departments-97/bids-rfps *and click on the* "Vendor Information" *link on the right hand side of the page. If you have any questions regarding the Vendor Number, please call the Purchasing Division at (901) 457-2254.*

Deadline for sealed bids, submitted to the Purchasing Division, 500 Poplar View Parkway, Collierville, TN 38017, is **THURSDAY, JULY 25, 2013 2:00:00 p.m. (local time).** The bids will then or soon thereafter be publicly opened and read aloud in the Town Board Chambers at 500 Poplar View Parkway, Collierville, Tennessee.

Bid packages must be clearly marked on the outside of the provided opaque Town of Collierville—Official Bid Envelope: **TC2013-20 – "TENNIS COURT RESURFACING"**

The Town of Collierville reserves the right to reject any and all bids, accept bids in part or whole, waive defects, informalities or minor irregularities in bids or bid process and to make bid awards, as deemed, to be in its best interest.

During the competitive bid process, Bidders are instructed not to contact the employees of the using departments concerning this Bid Request. **The ONLY official position of the Town is that position which is stated in writing and issued by the Purchasing Division.** No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

Respectfully,
Derek Honeycutt
Director of General Services

SEALED BID No. TC2013-20
DUE DATE: 07-25-2013

TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION II

GENERAL TERMS, CONDITIONS & INSTRUCTIONS

TOWN OF COLLIERVILLE, PURCHASING DIVISION
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TN 38017
PHONE: (901) 457-2254

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

1.0 PREPARATION OF BIDS:

1.1 **In order to maintain accurate data on each vendor receiving an Invitation to Bid, it is requested that the vendor receiving an invitation, but not wishing to bid, complete and return the attached NO BID REPLY FORM which is part of this section (Refer to page 8 of 8). This information will not preclude receipt of future invitations unless the vendor requests that the firm's name be removed from the Town's Vendor Database or the vendor does not return either this form or a bonafide bid.**

Repeated failure to comply with this request shall be cause for removal of the vendor's name from the vendor database.

1.2 All information requested of the vendor shall be entered in the appropriate spaces throughout the bid documents. Failure to provide the appropriate information SHALL be just cause for rejection of the bid.

1.3 All information shall be entered in ink or typewritten. Mistakes may be crossed out and correction inserted before submission of your bid. The person signing the bid shall initial correction in ink.

1.4 Corrections and/or modifications received after the designated bid opening time will not be accepted.

1.5 An authorized officer, employee or agent of the bidder shall sign all bids.

2.0 BID SUBMITTAL INFORMATION:

2.1 The bid response document and the other documents contained in this bid packet are legal documents; if the bidder does not understand any of them, the bidder should consult with its attorney. Only the document forms in this bid packet may be used.

2.2 A bid shall be invalid if the bidder fails to deposit it in the designated location prior to the time and date for receipt of bids as indicated in the Legal Notice to Bidder(s). The Town will not consider any bid received at the Town's designated location for the bid opening after the exact time specific for receipt. The Town reserves the right to consider bids determined by the Town, in the Town's sole discretion, to have been received late due to mishandling by the Town after receipt of the bid and prior to any award.

2.3 A bidder may modify or withdraw a bid by an appropriate document executed and delivered to the Purchasing Division at any time prior to the opening of bids.

2.4 **Please Note:** As a part of doing business with the Town of Collierville, Tennessee, each individual, company or organization is required to obtain a Vendor Number to reference when submitting a Bid Response Form. The Vendor Number may be obtained by accessing the Town's vendor registration site and registering as a Town of Collierville vendor at http://tocpurchasing.collierville.com/bso. If you have any questions regarding the Vendor Number, please call the Purchasing Division at (901) 457-2254.

2.5 Submit bids (1) in a Town of Collierville Official Bid Envelope with your company's name and address, (2) the Town of Collierville sealed bid number and project title and (3) closing time and due date of bid.

2.6 The Town is not responsible for delays occasioned by the U.S. Postal Service or any other means of delivery employed by the bidder. Similarly, the Town is not responsible for, and will not open, any bid responses that are received later than the date and time stated within this bid packet.

2.7 All bid responses must be received and time stamped on or before the required bid opening time (local time, 00:00:00) at which time or soon thereafter all bids will be publicly opened and read aloud. Late bids will not be considered.

3.0 CRITERIA OF AWARD:

3.1 The Town reserves the rights: (1) to award bids/contracts received on the basis of individual items, or groups of items or on the entire list of items, (2) to reject any or all bids, accept bids in part or whole, (3) waive defects, informalities or minor irregularities in bids or bid process and (4) to award the bid/contract that is deemed, to be in the best value (most advantageous to the Town) as determined by some or all of the following:

- 3.1.1 Prices offered.
- 3.1.2 Quality of product/service offered.
- 3.1.3 General reputation and performance capabilities of the bidder.
- 3.1.4 Conformity with specifications herein.
- 3.1.5 Delivery and/or installation schedule.
- 3.1.6 Location and availability of service and/or repair facilities, personnel and parts.
- 3.1.7 Suitability for intended use.
- 3.1.8 Responses to provided references.
- 3.1.9 Payment terms/discounts offered.
- 3.1.10 Demonstrations provided, if required.
- 3.1.11 Ability to meet contract requirements such as warranty provisions, insurance requirements, bonding requirements, etc.

3.2 Town of Collierville reserves the right to purchase any or all items in this bid off the current State of Tennessee Statewide Contract, if it is considered by the Director of General Services to be in the best interest of the Town.

3.3 In case of one or more identical bids, the winning bidder will be determined by placing in a hat sheets of paper bearing, respectively, the names of the bidders submitting identical bids, with a representative of the Town drawing one piece of paper, and the name of the bidder thereon shall be the successful bidder.

3.4 The award of this bid to the successful bidder shall be governed by the laws of the State of Tennessee.

4.0 SPECIFICATIONS:

4.1 The specifications given in Section III are not intentionally written around any one manufacturer and are for the purpose of indicating general size, type, and description of the equipment needed.

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

4.3 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.

4.4 Changes to the bid specifications are not valid unless authorized in writing by the Town of Collierville Purchasing Division by means of an addendum.

4.5 During the competitive bid process, Bidders are instructed not to contact the employees of the using departments concerning this Bid Request. **The ONLY official position of the Town is that position which is stated in writing and issued by the Purchasing Division.** No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

5.0 PRICING AND PAYMENT TERMS:

5.1 Prompt payment discounts will be taken into consideration in determining the award. However, an offer of a payment discount must allow a reasonable period of not less than thirty (30) days in order to be included in evaluation of bid pricing. Payment discounts restricted to payment in twenty-nine (29) days or less will not be considered in evaluating bids, as such a short time imposes an unreasonable burden for processing a payment, and the Town cannot be assured that timely action will be taken. A bid offering a payment discount in a period of less than thirty (30) days will be evaluated as a bid without a payment discount offer. Should this bidder obtain an award by reason of their gross price, the Town will hold the offer of payment discount and would make every effort to obtain the discount even if extraordinary action is necessary.

5.2 The Town reserves the right to accept any prompt payment discount offered by the successful bidder, however, time will be computed from date of receipt of correct invoice or receipt and acceptance of the shipment, whichever is later.

5.3 All prices shall be valid for a minimum of sixty (60) days from the bid opening date unless otherwise indicated in the bid request.

5.4 If there is a discrepancy between unit price and its extension, unit price shall prevail.

5.5 Prices will be considered as net if no cash discount is shown.

6.0 DELIVERY:

6.1 All deliveries shall be F.O.B. Collierville, Tennessee location in place/inside. Unless otherwise specified in the Invitation to Bid, all prices quoted by the bidder must be F.O.B. Collierville, Tennessee with all delivery, handling, surcharges and other charges included in the bid price. Failure to do so may cause rejection of bid. The Town will not pay any additional surcharges relative to this bid number.

6.2 The successful bidder shall not be responsible for failure to deliver materials or render services due to acts of God.

6.3 Time of delivery shall be stated as the number of calendar days following receipt of the order by the awarded vendor to receipt and acceptance of the goods or services by the Town.

6.4 Should deliveries not be made on time as outlined in the successful bidder's response sheet, then the Town has the authority to cancel any and all orders issued under this bid.

7.0 LIABILITIES:

7.1 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 bid, and agrees to defend, at its own expense, any and all action brought against the Town because of the unauthorized use of such articles.

8.0 GRATUITIES:

8.1 Town of Collierville may, by written notice to the Bidder, cancel any contract and/or purchase order resulting from the bid 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 Bidder, or any agent or representative of the Bidder, to any officials or employee of the Town with a view toward securing a contract or securing favorable treatment with respect to the award, 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 cancelled 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 Bidder in providing such gratuities.

9.0 SAMPLES:

9.1 Samples of items, when required, shall be furnished free of cost to the Town.

9.2 Samples of items selected may be retained for future comparison.

9.3 Samples that are not destroyed by testing, or that are not retained for future comparison will be returned upon request at the bidder's expense.

10.0 CONFLICT OF INTEREST:

10.1 No part of the total contract and/or purchase order amount resulting from this bid 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 bidder in connection with any work contemplated or performed relative to this bid.

11.0 TAXES:

11.1 The bidder shall not include any sales, use or federal excise tax to be collected from the Town since the Town is tax exempt.

11.2 Tax exemption certificates will be furnished upon request.

12.0 BRAND NAMES:

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

12.2 When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.

12.3 Any items other than those brands specified in the bid specifications must be equivalent as to function, basic design, type and quality of materials, method of construction, and any required dimensions.

13.0 DEFAULT BY BIDDER:

13.1 In case of default by the bidder, the Town 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 Town. Prices paid by the Town 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 Town.

14.0 BID BONDS AND INSURANCE:

14.1 When required, Bid Bonds may be submitted in the form of a Bid Bond or a Cashier's Check in the amount required.

14.2 When required, bidders must supply certificate of insurance or bonds through a company that is authorized to do business in the State of Tennessee.

15.0 THIRD PARTY ASSIGNMENT:

15.1 There shall be no assignments, whatsoever to third parties (financial, etc.) unless expressly agreed to by the Town of Collierville in a separate written agreement. Any assignment or attempted assignment, of any nature to third parties, without consent of the Town, shall be cause for termination of the contract at the options of the Town.

16.0 LIEU, CLAIMS OR ENCUMBRANCE:

16.1 The vendor, by bidding their requirements and if they become the successful bidder, agree that all goods and materials are free of any lieu, claim or encumbrance.

17.0 DOCUMENTS INCLUDED IN CONTRACTS:

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

18.0 INSPECTION:

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

19.0 PURCHASES FROM STATE OF TENNESSEE CONTRACTS:

19.1 The Town reserves the right to purchase item(s) in this bid off the State of Tennessee Contract or other governmental agency contract if it is considered in the best interest of the Town.

20.0 DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION:

20.1 Bidders are advised that T.C.A. 10-7-503(a) mandates that all State, County and Municipal records shall, all times during business hours, be available for personal inspection by any citizen of Tennessee. Any information which is identified in a bid response as proprietary or confidential is therefore subject to inspection and the Town of Collierville assumes no liability for any information so identified and divulged pursuant to a request under T.C.A. 10-7-503(a).

20.2 Once the bids have been opened by the Director of General Services or his/her designated representative, they may be inspected by the public and copies available to bidders only in the Office of Purchasing, 500 Poplar View Parkway, Collierville, Tennessee. Copies made for other parties than the bidders will incur a duplication fee to be collected immediately upon receiving the requested copies.

21.0 TITLE VI INFORMATION:

21.1 The Town does not discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to , access to, or operation of its programs, services, and activities pursuant to Title VI or the Civil Rights Act of 1964 (42 U.S.C. 200d) and the Americans with Disabilities Act of 1990, Pub. L.101-336.

22.0 COLLUSION:

22.1 Bidders, by submitting a signed bid or proposal, certify that the accompanying bid or proposal 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.

23.0 BID PROTEST:

23.1 Any protest concerning the award of this bid shall be decided by the Director of General Services. Protest shall be made in writing to the Office of Purchasing and shall be filed within 10 days of issuance of award notification. A protest is considered filed when received by the Office of Purchasing. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reasons for the protest and supporting exhibits. The Office of Purchasing will respond to the written protest within seven days. The Director of General Services' decision relative to the protest shall be final.

24.0 AVAILABILITY OF APPROPRIATED FUNDS:

24.1 The bidder hereto agrees that any and all payments due from the Town, as required under the terms of this agreement, are contingent upon the availability of Appropriated Funds.

25.0 BID WITHDRAWAL:

25.1 At any time up to the hour and date set for opening of bids, a bidder may withdraw his/her bid. Such withdrawal must be in writing and sent to the Director of General Services at the address set forth herein, delivered in person. Such withdrawal shall be effective only upon receipt by the Director of General Services and will not preclude the submission of another bid by such bidder to the hour and date set for the opening of bids.

25.2 After the scheduled time for opening of bids, no bidder will be permitted to withdraw his/her bid.

26.0 TIE BID:

26.1 In case of one or more identical bids, the winning bidder will be determined by placing in a hat sheets of paper bearing, respectively, the names of the bidders submitting identical bids, with a representative of the Town drawing one piece of paper, and the name of the bidder thereon shall be the successful bidder.

27.0 QUESTIONS AND INQUIRES:

27.1 Any concerns with this invitation to bid should be addressed to Mandy Bajusz, Purchasing Agent, telephone number (901) 457-2261, FAX number (901) 457-2258, Monday through Friday, 8:30 A.M. to 4:30 P.M.

27.2 Any matter of this bid package that requires explanation or interpretation must be inquired into by the Bidder in writing at least three days (excluding weekends and holidays) prior to the time set for the Bid Opening. Fax all questions to the Buyer, Cathryn Perdue in the Purchasing Division at (901) 457-2258. All questions will be responded to in the form of written addenda to all Bidders. All addenda that you receive shall become a part of the contract documents.

27.3 No addenda will be issued later than three (3) business days prior to the date for receipt of bids except an addendum withdrawing the request for bids or one which includes a revised date for receipt of bids.

TO OUR SUPPLIERS: Please take a few minutes to complete this form and return it if you are submitting a "No Bid" response.

STATEMENT OF NO BID

We ask that you place an "X" on the appropriate blank that corresponds with your company's "No Bid" response.

1. _____ Specifications too "tight", i.e. geared toward one (1) brand or manufacturer only. (Briefly explain below.)
2. _____ Specifications are unclear. (Briefly explain below)
3. _____ We are unable to meet specifications.
4. _____ Insufficient time to respond to the Invitation to Bid. (Briefly explain below if fault of Town)
5. _____ Our schedule would not permit us to perform within the required time.
6. _____ We are unable to meet bond requirements.
7. _____ We are unable to meet insurance requirements.
8. _____ We do not offer this product or service.
9. _____ Remove us from your bidders list for this particular commodity or service.
10. _____ Please keep our name on your bidders list for future reference.
11. _____ Other (specify below)

FURTHER REMARKS: (e.g., name change, address, phone or Fax change)

_____

_____

_____

_____

COMPANY NAME: _____

DATE: _____ **TIME:** _____

NAME: _____ **TITLE:** _____

SIGNATURE: _____

SEALED BID No. TC2013-20
DUE DATE: 07-25-2013

TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION III

DETAILED REQUIREMENTS / SPECIFICATIONS

TOWN OF COLLIERVILLE, PURCHASING DIVISION
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TN 38017
PHONE: (901) 457-2254

1. SCOPE:

The Town of Collierville Tennessee is seeking to enter into a contract with a qualified Bidder on an as needed basis for repairs and resurfacing of existing concrete tennis courts located at various parks in the Town of Collierville, TN.

2. CONTRACT TERMS:

The period of this Contract shall be for twelve (12) months. The Contract may be extended by the Town for four (4) additional successive twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months, by written notice to the Contractor given at least thirty (30) days before the expiration of the term then in existence.

Contract is for resurfacing/repairs of tennis courts on an as needed basis and not to exceed $25,000.00 per year.

3. BASIS FOR AWARD:

To ensure continuity of service, one award shall be made to the bidder deemed by the Board of Mayor and Aldermen to be the best value (most advantageous to the Town) as determined by delivery and/or installation schedule, general reputation and performance capabilities of the bidder, and responses to provided references, among other factors. Please see Section II, item 3.1 for additional criteria.

4. CONTRACTOR TO SUPERVISE THE WORK:

The Contractor (Vendor) shall be responsible for the supervision and direction of the work performed by his/her employees. The Contractor shall have and retain full and complete responsibility for construction means, methods, techniques, sequences or procedures; and for all safety precautions and programs for all employees, agents, servants or representatives, including all Sub-contractors and for the public in general. The Contractor specifically agrees to assume these responsibilities. The Town shall not be responsible for any of the above procedures.

5. EXTRA WORK OR CHANGES:

The Contractor (Vendor) agrees that the Town may at any time during the progress of the work covered by this contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the bid or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that the undersigned accepts

as full compensation for the extra work, payment as provided for in the general conditions.

6. GENERAL INFORMATION:

6.1 All bidders are encouraged to visit the work sites and become familiar with the location and conditions of which they will be obligated to work under.

6.2 It shall be the responsibility of the Contractor(s) to comply with Town Ordinances by securing the necessary permits. The Town will waive all fees associated with Town permits.

6.3 All materials and supplies are to be new as provided by the manufacturer.

6.4 Scheduling of work shall be in coordination with Department Director to prevent conflicts to scheduled activities.

6.5 All work must be completed, all deficiencies punched-out and all work accepted by the Town within forty-five (45) days after issuance of Purchase Order.

6.6 All materials, supplies, equipment and labor are to be provided by the contractor.

6.7 All work shall be done in accordance with United States Tennis Court and Track Builders Association guide specifications.

6.8 The Town reserves the right to request brochures and related literature describing the style, brand and type of resurfacing material being bid from the bidder at the bidders' expense.

7. TENNIS COURT LOCATIONS:

Cox Park – 440 West Powell Road– (6 courts)
Estanaula Park – 1350 South Byhalia Road - (2 courts)
Collierville High School - 800 Frank Road – (2 courts)

The Town reserves the right to add or remove locations.

8. SPECIFICATIONS:

The work will consist of, but is not limited to, the following:

A. Paint all tennis court lines
B. Fill and level water holes
C. Application of acrylic re-surfacer
D. Application of acrylic color coat
E. Layout and line tennis courts
F. Remove nets and paint net post, reinstall nets

G. Patch and grind around net post and center anchors
H. Pressure washing prior to coating surface
I. Spot repair worn areas, loose surface

8.1 PROJECT CONDITIONS

A. Weather limitations: Proceed with repairs/resurfacing only when existing and forecasted weather conditions permit surfacing system to be performed according to manufacturers' written instructions and warranty requirements.

1. Apply when ambient temperature is 50 degrees F and rising.

8.2 PREPARATION

A. The tennis court surface shall be flooded. Any ponding water remaining that is deep enough to cover the thickness of a five cent piece shall be corrected using a patch mix consisting of manufacturers' recommended material and directions.

B. Depressions must be primed prior to patching.

C. Clean concrete courts with a pressure washer and blower to remove all dirt debris and flaking coating prior to starting work. Courts are to have bare areas acid etched and primed with CP-761 Nova Concrete Primer or equal.

D. All cracks shall be filled with a bonding filler.(Nova-bond or equal)

8.3 APPLICATION, GENERAL

A. Application shall proceed only if the surface is dry and clean and the temperature is at least fifty (50) degrees F and rising and not in excess of one hundred forty (140) degrees.

1. Each coat shall be applied 90 degrees to the previous coat.

2. After each coat is allowed to dry, inspect entire surface. Any defects should be repaired. Scrape surface to remove any lumps and broom or blow off all loose matter.

B. Apply one (1) coat of acrylic re-surfacer with sand to all repaired areas. (Nova-surface or equal)
Resurface Manufacturer: _____

C. Apply two (2) coats of acrylic sports coating surfacing material to the entire court. (Nova-acrylic or equal)
Surfacing Manufacturer: _____

D. Tennis Court color to match existing courts. Tennis courts are medium speed.

E. All products used for repairs/resurfacing shall be applied per manufacturer's instructions.

F. Confirm bonding product, repair product, acrylic product, line paint and color with Owner's representative before application.

G. Workmanship shall be of the very best quality, with all materials spread carefully, evenly, and smoothly.

H. All product information and warranties shall be supplied at the Town's request.

I. Apply Playing Lines

1. Apply 36' and 60' color blended lines for quickstart tennis play approved by United States Tennis Association (USTA) as requested by the Town or on existing courts.
2. All lines are to be applied by painting between masking tape with a paint brush or roller according to USTA specifications.
3. Prime masked lines and allow to dry.
4. Paint lines with textured line paint in as many coats as necessary to avoid the surface color from bleeding through.
5. Remove masking tape immediately after lines are dry.
6. Protect adjacent area which are not to be coated.

8.4 CLEANING

The contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The contractor at their expense shall remove and dispose of all surplus material, rubbish, and debris from Town property worksite.

The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The Town is not responsible for theft or damage to the Bidder's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the project manager will be consulted.

Contractor shall leave site in a condition acceptable to owner.

9. FINAL CLEANUP AND GENERAL SURFACE RESTORATION:

Before final acceptance of the work to be done under this contract, the Contractor shall restore the job site to its original or better condition and shall repair or replace all private and public property damaged, moved or otherwise displaced in the construction of the improvements. No additional compensation shall be allowed for this work.

10. FINAL INSPECTION AND APPROVAL:

The vendor will notify and request the project manager to conduct a site inspection after the project is complete.

Final project approval is contingent upon the project manager's final inspection and signed approval.

11. WARRANTY:

A. The bidder warrants the products and service furnished to be of the highest quality, complying with specifications and free from all defects in materials and workmanship for a period of one (1) year(s) from date of final acceptance by the Town of Collierville. Warranty terms given in the attached purchase/services contract will govern this bid.

Attachment: YES _____ NO _____

B. Special Warranty: Installer agrees to repair or replace components of the surfacing system that fail in materials or workmanship within a one-year warranty period. Failures include, but are not limited to, the following:

1. Deterioration of coatings, finishes, and other materials beyond normal weathering.

12. WORKMANSHIP:

Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. Personnel skilled in their respective lines of work shall execute all work.

13. SITE INSPECTION:

Site visit shall be the contractor's responsibility and is strongly encouraged.

14. SAFETY OF PERSONS AND PROPERTY:

The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- employees on the Work and other persons who may be affected thereby; and
- Other property at the Project premises or adjacent thereto, and not designated for removal, including property of the Town, separate contractors or other persons, whether or not completed or installed.

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent facilities.

15. SAFETY:

All Contractors and subcontractors performing services for the Town of Collierville are required and shall comply with all Occupation Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

16. STORED MATERIALS:

If it is necessary to store materials, they shall be protected in such a manner as to insure the preservation of their quality and suitability for the work. All stored materials shall be inspected at the time of use in the work, even though they may have been inspected and approved before being placed in storage. The Contractor shall be responsible for the loss, theft or damage of all stored material on the job site even if partial payment has been made for said stored materials.

17. FINAL INSPECTION:

The Town shall make final inspection of all work included in the contract, or any portion thereof, as soon as practicable after notification by the Contractor that the work is complete and ready for acceptance. If the work is not acceptable to the Town at the time of such inspection, the Contractor shall be informed in writing as to the particular defects to be remedied before final acceptance can be made.

18. QUALIFICATIONS OF BIDDER:

All bidders must be financially stable and experienced and the Town will, among other things, consider such factors in determining to whom the bid shall be awarded.

Bids will only be accepted from Tennis Court Bidder certified to apply resurfacing product and must have a minimum of ten (10) years' experience in Tennis Court resurfacing. **Bidder to provide certification with bid submittal.**

19. REFERENCES:

Each bidder shall submit with their bid a list of at least three (3) customers, which have contracted similar services within the last twelve months. The listing shall include a contact name and phone number.

20. BASIS FOR PAYMENT:

The application of the resurfacing agent will be paid at a price per unit for the specified tennis courts. **It is intended that the prices will be full compensation for furnishing all materials, supplies, equipment, labor and incidentals as necessary to complete the work according to these Specifications.**

Notwithstanding the approximate linear feet specified per court per repair/resurface, the Bidder will ensure that the unit price included in the Bid will be sufficient for the court(s) to be fully resurfaced/repaired.

This is **not** a time and materials contract. The cost plus material rate will only be utilized for materials purchased outside of the written scope of work and Owner approved prior to ordering.

Man-hours paid under this contract shall be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery or for movement of contractor owned or rental equipment is not chargeable directly but is overhead and shall be included in the hourly rate bid for basic labor.

Regular service shall be made available between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, excluding Town recognized holidays.

21. ESTIMATES:

Contractor shall provide written "not to exceed" estimates on all projects. This estimate shall include the estimated quantities of material to be used, estimated material cost, number of calendar days required for project completion, brief description of work to be done and the site location. Contractor shall respond to request for work within two days and provide written estimates within four days. Fax or email transmitted estimates are acceptable. It shall be the Contractor's responsibility to ensure they have all information to prepare accurate estimates.

No work can be done until the Town issues a Purchase Order which will serve as Notice to Proceed.

22. PRICE ADJUSTMENTS:

22.1 Producer Price Index (PPI)

22.1.1 Price adjustments may be authorized for line items and miscellaneous services based upon the latest version of the Producer Price Index (PPI) for Finished Consumer Goods Less Foods and Energy, 2821301, as published by the U.S. Department of Labor, Bureau of Labor Statistics.

22.1.2 Price adjustments may be requested only at the time of contract renewal.

22.2Methodology

22.2.1 Price adjustments for line items and miscellaneous services shall be calculated by applying the simple percentage method to the PPI data. This method is defined as dividing the index value at the time of the calculation (latest version of the PPI published as of the date of request for price adjustment) by the index value of base period (final published data of the PPI for the base period (date of award), then multiplying the sum by the base price (price at the time of award). Formula is as follows:

$$\frac{\text{Index value at Time of calculation}}{\text{Index value of Base period}} \times \text{price at time of award} = \text{adjusted price}$$

22.3. Price Increases

22.3.1 Supplier may request a price increase for line items and miscellaneous services in accordance with the methodology outlined in this section for the third, fourth and fifth twelve (12) month periods of the sixty (60) month contract period. A price increase may be requested only at the time of the contract renewal.

22.3.2 To request a price increase, Supplier must submit a letter stating the amount of the increase to the Town of Collierville Director of General Services sixty (60) days prior to the contract renewal date. The letter must illustrate the methodology as outlined in this section by stating the index value of base period, index value at time of calculation, base price, adjusted price, actual dollar difference, and percentage of the price increase.

22.3.3 The price increase shall become effective upon approval of the contract renewal and increase by the Town Board of Mayor and Aldermen.

22.3.4 If the Board of Mayor and Aldermen does not approve the Supplier's price increase, contract will remain in force as approved in prior year.

22.4 Price Decreases

22.4.1 If the PPI for Finished Consumer Goods less Foods and Energy, 2821301, as published by the U.S. Department of Labor, Bureau of Labor Statistics, has decreased during the term of the contract, or any renewals, the Supplier shall pass the decrease on to the Town in accordance with the methodology outlined in this section.

22.4.2 Supplier shall notify the Town Director of General Services of price decreases in the same way as for price increases set out above. The price decrease shall become effective upon approval of the contract renewal by the Town Board of Mayor and Aldermen.

23. PRICING:

Price proposed shall exclude all taxes which are not applicable to Town purchases.

24. FAILURE TO COMPLETE WORK ON TIME

Should the Contractor fail to complete the work within the time specified in the contract or within such extended time as may be allowed, the Contractor shall be liable to the Town for all costs incurred and such other expenses directly attributed by reason of the Contractor's failure to complete the work within the specified time. For each calendar day that any construction shall remain incomplete after the expiration of the contract time for completion, the sum, as given in the following table, unless otherwise specified in the proposal form, shall be deducted by the Town from monies due the Contractor, not as a penalty but as damages sustained:

Amount of Original Contract Proposal	Amount of Liquidated Damages per Calendar Day
$0 to $25,000	$30.00
$25,000 to $50,000	$50.00
$50,000 to $100,000	$75.00
$100,000 to $200,000	$100.00
over $200,000	$100.00 plus $50.00 for each additional $100,000 or fraction thereof.

25. TERMINATION:

Termination for Convenience: The Town of Collierville may terminate a contract, in whole or in part, whenever the Town determines that such termination is in the best interest of the Town, without showing cause, upon giving written notice to the contractor. The Town of Collierville shall pay all reasonable costs incurred by the contractor up to the date of termination. However, in no event shall the contractor be paid an amount, which exceeds the price bid for the work performed. The contractor will not be

reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

Termination for Default: When the contractor has not performed or has unsatisfactorily performed the contract, the Town may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the Town. Failure on the part of a contractor to fulfill contractual obligations shall be considered just cause for termination of the contract. The contractor will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the Town in re-procuring and completing the work.

26. INSURANCE:

The Contractor shall purchase and maintain such comprehensive commercial general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from the Contractor's performance of the work and the Contractor's other obligations under the Contract Documents, whether such performance is by the Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

4. Claims for damages which may be insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (ii) by any other person for any other reason;

5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle; and

7. Claims by third parties for bodily injury and property damage arising or resulting from the Contractor's failure to comply with any obligation undertaken by him pursuant to the Contract Documents.

The automobile general liability insurance required by this Contract shall include the specific coverage's and be written for not less than 500,000 combined single limit per occurrence.

The comprehensive general liability insurance required by this Contract shall include the specific coverage's and shall be written for not less than $1 million combined per occurrence limit or $2 million aggregate limit with the entire aggregate limits dedicated to this particular job.

The Contractor shall have and maintain during the life of the Contract and Agreement such Property Insurance upon his entire work at the site to the full insurable value thereof. This insurance shall protect the Town of Collierville, as its interest may appear in the work, and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for the physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

All such insurance shall be set out on the Certificate of Insurance (form included for both occurrence and aggregate policy) executed by an insurance company or insurance companies authorized to do business in the State of Tennessee and with an A.M. Best's rating of no less than A-. The Certificate of Insurance shall contain the following provision:

> "The coverage provided shall not be canceled, reduced in coverage, or allowed to lapse unless and until the Town of Collierville receives at least thirty (30) days advance written notice of same. Said written notice must be delivered to the Town Administrator, 500 Poplar View Parkway, Collierville; Tennessee 38017."

General liability and automobile liability shall include an endorsement listing the Town of Collierville as additional insured. A copy of which shall be provided.

The Contractor at its own expense shall keep in force and at all times maintain during the term of this Contract full and complete workers compensation coverage as required by the State of Tennessee.

All such insurance shall remain in effect until final acceptance and at all times thereafter when the Contractor may be correcting, removing or replacing defective work in accordance with the Contract and Agreement.

The comprehensive general liability insurance required by this section will include contractual liability insurance applicable to the Contractor's obligations under the Contract and Agreement.

27. SUBMISSION OF BID DOCUMENTS:

The Bid, with attachments, must be placed in the supplied Town of Collierville bid envelope, sealed and delivered to the Town of Collierville. The envelope containing the Bid and attachments must be plainly marked with the following information to-wit:

(1) The Bidder's name and Address,
(2) Due Date of Bid package,
(3) Project Title.

The following items **SHALL** be returned in the bid package for consideration: **(Failure to provide appropriate information SHALL be just cause for rejection of the bid.)**

(1) Comply and Exception, Section III
(2) Bid Response Form, Section IV
(3) Title VI Form, Section V (Optional)
(4) Reference Sheet, Section VII
(5) Provide Certification, Section III

The Town requests that all bid documents be submitted to the Town of Collierville General Services Department, 500 Poplar View Parkway, Collierville, TN 38017 no later than 2:00:00 P.M. (local time) on **THURSDAY, JULY 25, 2013.**

SEALED BID No. TC2013-20
DUE DATE: 07-25-2013

TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION IV

BID RESPONSE FORM

BID RESPONSE FORM

Town of Collierville
General Services Department
500 Poplar View Parkway
Collierville, Tennessee 38017
(901) 457-2254

Stan Joyner
Mayor

James H. Lewellen
Town Administrator

Derek Honeycutt
Director of General Services

POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM **BID NO.: TC-2013-20**

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE **THURSDAY, JULY 25, 2013, 2:00:00 P.M. (LOCAL TIME)** IN THE OFFICE OF THE DIRECTOR OF GENERAL SERVICES, 500 POPLAR VIEW PARKWAY, COLLIERVILLE, TENNESSEE 38017, AT WHICH TIME OR SOON THEREAFTER THE BIDS WILL BE PUBLICLY OPENED AND READ ALOUD IN THE TOWN BOARD CHAMBERS.

IF YOU DO NOT RESPOND TO THIS REQUEST FOR BID WITH 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.

****REQUIRED TO SUBMIT BID: TOWN OF COLLIERVILLE VENDOR # _____**
(See Public Notice Form for Information on Obtaining a Vendor #)

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT	
				DOLLARS	CENTS
1	LF	**Crack Repair**			
2	LF	**Fill Cracks with Bonding Filler**			
3	LF	**Paint all Tennis Court Lines**			
4	SY	**Fill and Level Water Holes**			
5	CT	**Application of Acrylic Re-Surfacer**			
6	CT	**Application of Acrylic Color Coat**			
7	CT	**Layout and Line Tennis Courts**			
8	CT	**Remove Nets and Paint Net Posts, Reinstall Nets**			
9	CT	**Patch and Grind Around Net Post and Center Anchors**			
10	CT	**Pressure Washing Prior to Coating Surface**			
11	LF	**Spot Repair of Worn Areas/Lose Surface**			
12	1 Hour	**Labor rate for repairs outside of scope of contract**	**Regular Time $**		

DELIVERY PROMISED: _____ F.O.B. COLLIERVILLE

TERMS: _____ Discounts will be allowed for prompt payment as follows: 10 calendar days, ____%; 15 calendar days ____%; 20 calendar days ____%; 30 calendar days ____%.
45 calendar days, ____%; 60 calendar days ____%; 90 calendar days ____%; _____ calendar days ____%.

FIRM'S NAME: _____ ADDRESS: _____

Organized and existing under the laws of the State of _____ and doing business as _____ a corporation, _____ a partnership, _____ an individual, _____ a limited liability company, or _____ otherwise.

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

NAME: _____ TITLE: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

SEALED BID No. TC2013-20
DUE DATE: 07-25-2013

TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION V

TITLE VI INFORMATION

TITLE VI INFORMATION

1. The Town of Collierville agrees to comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d, et seq.), and the Department of Transportation Implementing Regulations (49 CFR Part 21) relative to the Contract which is the subject hereof.

2. The Contractor is requested, but is not obligated, to include the following disclosure information, Voluntary Title VI and Title IX Form, with the Contractor's sealed bid.

VOLUNTARY TITLE VI AND TITLE IX FORM

Attach form to sealed bid

For Title VI and Title IX compliance, the Contractor's voluntary disclosure of the following information is requested.

1. Number of Contractor's Employees Who Are:

_____ Male _____ Female

2. Number of Contractor's Employees Who Are:

_____ Caucasian _____ African-American

_____ Hispanic _____ Other (please specify)

_____

_____

_____

SEALED BID No. TC2013-20
DUE DATE: 07-25-2013

TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION VI

VENDOR LIST

TOWN OF COLLIERVILLE, PURCHASING DIVISION
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TN 38017
PHONE: (901) 457-2254

Commodity Codes:
912-65 Maintenance and Repair, Tennis/Sport Court
912-35 Construction, Tennis/Sport Court

Ace Surfaces Inc.
Kyle Smallwood
251 Altamonte Commerce blvd
Suite 1406
Altamonte Springs, FL 32714
Email: k.smallwood@reboundace.com
Phone: (407)865-6279
FAX: (407)865-6289

Construction Services of America
Marion McClendon
7948 Winchester Rd.
Suite #109-236
Memphis, TN 38125
Email: dmcclendon@csofam.com
Phone: (901)652-2312

Coston General Contractors
Laura Gulledge
5944 Pocahontas Road
Bessemer, AL 35022
Email: laura@costongc.com
Phone: (205)481-1246
FAX: (205)481-5680

Hardhat Construction
HOLLI CAFFEY
3728 CHERRY RD.
MEMPHIS, TN 38118
Email: HOLLI.RUSHING@HARDHATINC.NET
Phone: (901)366-4900
FAX: (901)366-4950

Hecht Construction
Bill Hecht
4937 William Arnold Road
Memphis, TN 38117
Email: bhecconco@aol.com
Phone: (901)767-4360
FAX: (901)761-9038

RockStar Enterprises
Robin Scott
6296 Quince Rd
Memphis, TN 38119
Email: rockstarenterprisesllc@gmail.com
Phone: (901)682-9787
FAX: (786)358-8365

Windham McDonald Construction
Shelley Barnett
1245 Big Orange Road
Cordova, TN 38018
Email: sbarnett@windham-mcdonald.com
Phone: (901)755-7718
FAX: (901)755-7737

Zellner Construction
Renee Ware
P O Box 18697
3252 Linda Drive
Memphis, TN 38181
Email: rware@zcs-llc.com
Phone: (901)794-1100
FAX: (901)794-9141

Athletic Construction
Tony Strickland
3744 Turkwood Drive
Oakwood, GA 30566
Email: tony@athleticconstruction.com
Phone: (770)532-7337
FAX: (770)532-0092

Barnes and Brower
Brenda Burns
3787 Old Getwell Road
Memphis, TN 38118
Email: bburns@barnesandbrower.com
Phone: (901)794-3481
FAX: (901)794-3482

Eagle Golf and Athletics
Scott Cross
P.O. Box 1150
Florence, AL 35631
Email: scross@hiwaay.net
Phone: (256)765-0050
FAX: (256)765-3874

Hart Construction'
Reed Bowen
3150 Lenox Park Blvd.
Suite 402
Memphis, TN 38115
Email: rbowen@hartconllc.com
Phone: (901)334-1375
FAX: (901)334-1375

J.E. M. Morris Construction
Jean Ellen Morris
49W102 US Highway 30
Big Rock, IL IL
Email: jemmorrisconstr@aol.com
Phone: (630)556-3730
FAX: (630)556-3005

Seiler Nabors
Becky Munns
562 Center St.
Collierville, TN 38017
Email: sbcmem@aol.com
Phone: (901)861-1717
FAX: (901)861-1718

Specialty Services
Bethan Strittmatter
660 American Avenue #101
King of Prussia, PA 19406
Email: info@sprinturf.com
Phone: (610)828-6500
FAX: (610)828-7925

Gerald Perry Tennis
Carla Magers
3381 Sommerset Place
Springfield,, MO 65804
Email: geraldperrytennis@att.net
Phone: (417)865-1217
FAX: (417)865-9801

Derrick Barton Sports Construction
Nick Buoni
P.O. Box 772098
Memphis, TN 38177
Email: nick@derrickbarton.com
Phone: 901-346-1352
Fax: 901-767-5891

Danny Amonett, CTCB
American Tennis Courts, Inc.
1272 Boltons Branch Drive
Mobile, AL 36606
251-476-4714
danny@americantenniscourts.net

Michael McGrath CTCB
Talbot Tennis
4225 JVL Industrial Park Drive, #504
Marietta, GA 30066
770-552-5200
mike@talbottennis.com

CDavid Clapp, CTB, CTCB
Baseline Sports Construction
3600 Henson Road
Knoxville, TN 37921
865-588-4320
david@baselinellc.com

Jonnie Deremo, CTCB
General Acrylics, Inc.
22222 North 22nd Avenue
Phoenix, AZ 85027
602-569-9377
jderemo@generalacrylics.com

Todd Rudolph, CTCB
Sunland Sports
775 W. Elwood
Phoenix, AZ 85041
602-323-2800
todd@sunland-sports.com

Jimmy Fox, CTCB
Sport Court of Arizona
7114 E. Stetson Dr., #205
Scottsdale, AZ 85251
602-448-3699
jimmy@sportcourtaz.com

Matt Graft, CTCB
Talbot Tennis
4225 JVL Industrial Park Dr., #504
Marietta, GA 30066
770-633-1104
matt@talbottennis.com

CLinn Lower, CTCB
Lower Bros. Co., Inc.
P.O. Box 43026
Birmingham, AL 35243
205-967-3901
linn@lowerbros.com

Steve Wright, CTCB
Trans Texas Tennis, Ltd.
P.O. Box 8192
Hot Springs, AR 71910
913-908-2357
swright@transtexastennis.com

Baseline Sports Const.
Kent Harrison or David Clapp
3600 Henson Rd
Knoxville, TN 37921
Tel: 865-588-4320, Fax: 865-588-4111
E-mail: Kent@baselinellc.com

SEALED BID No. TC2013-20
DUE DATE: 07-25-2013

TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION VII

REFERENCE SHEET

TOWN OF COLLIERVILLE

REFERENCE SHEET FOR BID NO. TC-2013-20

Each bidder shall submit with their bid a list of at least three (3) customers, which contracted services similar to what we are specifying herein sometime during the past twelve months. The listing shall include a contact name with phone number, since it is the intent of the Town of Collierville to call all names submitted for verification and recommendations.

(1)	NAME OF COMPANY:
	ADDRESS:
	PHONE NUMBER:
	CONTACT:

(2)	NAME OF COMPANY:
	ADDRESS:
	PHONE NUMBER:
	CONTACT:

(3)	NAME OF COMPANY:
	ADDRESS:
	PHONE NUMBER:
	CONTACT:

CONTRACT FOR SERVICES AND/OR PRODUCTS

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein "**Contract**") is made and entered into this _____ day of _____ 20___ by and between the TOWN OF COLLIERVILLE, TENNESSEE, a Tennessee municipal corporation, (herein the "**TOWN**") and _____ [**insert name of CONTRACTOR**], a _____ [**State where CONTRACTOR established, but only if an entity, not applicable to sole proprietorships**] _____ [**type of entity – e.g., corporation, LLC, partnership, sole proprietorship**] (herein the "**CONTRACTOR**").

W I T N E S S E T H:

WHEREAS, the TOWN desires to contract with a provider for tennis court resurfacing and repairs on an as needed basis at tennis court facilities located throughout the Town (herein the "**Contract Items**"), and

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

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

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

1.00 SCOPE OF CONTRACT

The CONTRACTOR is to furnish the services and/or products as specified in the Invitation to Bid issued by the TOWN under No. TC2013-20 **Tennis Court Resurfacing** (herein the "**Invitation to Bid**") and any amendments thereto. The Invitation to Bid and any amendments thereto are attached hereto as **Exhibit "A"** and incorporated by reference herein and made a part hereof. Unless otherwise specified herein, the CONTRACTOR is to furnish all materials, tools, equipment, manpower, and consumables necessary to complete the Contract Items.

2.00 TERM OF CONTRACT

The period of this Contract shall be for twelve (12) months, beginning on August 19, 2013 and ending on August 18, 2014. This Contract may be extended by the TOWN for four (4) additional successive twelve (12) month period[s] or portions thereof, up to a cumulative total of sixty (60) months, by written notice to the CONTRACTOR given at least thirty (30) days before the expiration of the term then in existence.

3.00 COMPENSATION

3.01. Amount of Compensation. The CONTRACTOR agrees to provide the services, equipment and products as specified in its bid to the TOWN at the cost specified in said bid and amendments, if any, the bid and any amendments thereto being attached hereto as **Exhibit "B"** and incorporated by reference herein and made a part hereof. The amount as specified in **Exhibit "B"** may be increased or decreased by the TOWN under Section 4.00 of this Contract ("Additional

Services"), through the issuance of an Addendum. Any prices specified in this Contract or an Addendum thereto will remain in effect for the term of this Contract or any extensions thereof.

3.02. Payment of Compensation. All invoices received by the TOWN are payable within thirty (30) days from receipt, provided they have first been approved by the TOWN department that is the beneficiary of the Contract Items, and such department has accepted the Contract Items. The TOWN reserves the right to partially pay any invoice submitted by the CONTRACTOR when requested to do so by the TOWN department that is the beneficiary of the Contract Items. All invoices shall be directed to the Accounts Payable Department, Town of Collierville, 500 Poplar View Parkway, Collierville, Tennessee 38017. In the event any Contract Items are deemed unacceptable, the TOWN'S representative shall notify the CONTRACTOR of the deficiencies in writing and the TOWN may withhold payment until the deficiencies are corrected to the satisfaction of the TOWN, such determination to be made in the sole and absolute discretion of the TOWN. All invoices must clearly indicate the Invitation to Bid number.

4.00 ADDITIONAL SERVICES

In the event the TOWN requests that the CONTRACTOR perform additional services and/or furnish additional products not covered by this Contract, the CONTRACTOR shall perform such additional services after the TOWN and the CONTRACTOR enter into an equitable agreement regarding the additional services and/or products.

5.00 NOTICE TO PROCEED

The CONTRACTOR shall commence to perform and/or furnish the Contract Items called for under this Contract upon the written Notice to Proceed issued by the TOWN.

6.00 CONFLICT OF INTEREST

The CONTRACTOR declares that neither the Mayor, nor any Aldermen, nor any other TOWN official or employee holds a direct or indirect interest in this Contract. The CONTRACTOR pledges that it will notify the TOWN in writing should any TOWN official become either directly or indirectly interested in this Contract. The CONTRACTOR declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the TOWN, or to pay anyone else for the benefit of any official or employee of the TOWN any sum of money or other thing of value for aid or assistance in obtaining this Contract. The CONTRACTOR further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the TOWN or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

7.00 COMPLIANCE WITH LAWS

The CONTRACTOR agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the provision of the Contract Items and to comply with all instructions and orders issued by the TOWN regarding the Contract Items.

8.00 TERMINATION

Upon thirty (30) days written notice, with or without cause, the TOWN may terminate this Contract. Following such termination, the TOWN and the CONTRACTOR shall agree upon an amount of payment for all Contract Items properly performed or furnished prior to the effective date of termination.

9.00 WARRANTY

The CONTRACTOR warrants that the Contract Items, including any equipment and products provided shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time the service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects or errors; and in the case of products meet the specifications in the Invitation to Bid. The CONTRACTOR warrants that all equipment and products provided shall be furnished to the TOWN in good and working condition. If the CONTRACTOR is notified in writing by the TOWN of any faulty Contract Items furnished by the CONTRACTOR, the CONTRACTOR shall, at the TOWN'S option, either: (i) perform again the relevant Contract Items to correct such fault, defect or error, at no additional cost to the TOWN; or (ii) refund to the TOWN the charge paid by the TOWN which is attributable to such portions of the faulty, defective or erroneous Contract Items, including any costs for re-provision of the relevant Contract Items by other contractors. The CONTRACTOR warrants that all products provided by the CONTRACTOR shall be merchantable, be fit for the purpose intended and shall meet the specifications of the Invitation to Bid. The CONTRACTOR shall be liable for secondary, incidental or consequential damages of any nature resulting from any work performed under this Contract.

10.00 FORCE MAJEURE

The obligations of CONTRACTOR hereunder are subject to and shall be excused in the event of riots, wars, and Acts of God.

11.00 INSURANCE

11.01. Comprehensive General Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the TOWN, coverage for CONTRACTOR on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than One Million Dollars ($1,000,000) for Bodily Injury and Property Damage.

11.02. Automobile Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Automobile Liability coverage in the minimum amount of Five-Hundred Thousand Dollars ($500,000) combined single limits for Bodily Injury and Property Damage.

11.03. Workers' Compensation Coverage. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract full and complete Workers' Compensation Coverage in the minimum amount of One-Hundred Thousand Dollars ($100,000) as required by State of Tennessee law.

11.04. [Omitted]

11.05. Certificates of Insurance. The CONTRACTOR shall provide the TOWN with Certificates of Insurance on all the policies of insurance and renewals thereof in forms acceptable to the TOWN. Said Comprehensive General Liability policy shall provide that the TOWN be an additional insured. The TOWN shall be notified in writing of any reduction, cancellation or substantial change of said policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the TOWN and licensed and authorized to do business under the laws of the State of Tennessee.

12.00 CLAIMS, LIABILITY AND INDEMNITY

The CONTRACTOR shall assume all risk in connection with the performance of this Contract, and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants, and/or employees in connection with the prosecution and completion of the Contract Items covered by this Contract. The CONTRACTOR agrees that it will indemnify and hold the TOWN and its employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the TOWN arising from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants and/or employees in the performance of this Contract, and the CONTRACTOR will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of this Contract.

13.00 ATTORNEY'S FEES

If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Contract and the TOWN is successful therein, the TOWN shall be entitled to recover from the CONTRACTOR reasonable attorney's fees, court costs and all expenses even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which the TOWN may be entitled.

14.00 EQUAL EMPLOYMENT OPPORTUNITY

14.01. Non-discrimination. In carrying out the Contract Items under this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

14.02. Posting and Advertising. The CONTRACTOR agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained in Paragraph 14.01 hereinabove. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by, or on behalf of, the CONTRACTOR, state that all qualified applicants shall receive consideration for

employment without regard to race, creed, color, national origin or sex. The CONTRACTOR shall incorporate the foregoing requirements of this Paragraph 14.02 in all subcontracts, if any, for services or products covered by this Contract.

15.00 TRANSFER, ASSIGNMENT OR SUBLETTING

This Contract shall not be transferred or assigned or sublet without prior written consent of the TOWN.

16.00 SAFETY MEASURES

The CONTRACTOR shall take all necessary precautions for the safety of the TOWN'S and CONTRACTOR'S employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the CONTRACTOR shall post signs warning against hazards in and around the site where the CONTRACTOR is furnishing Contract Items.

17.00 FAMILIARITY WITH THE CONTRACT ITEMS

The CONTRACTOR, by executing this Contract, acknowledges full understanding of the extent and character of the Contract Items required and the conditions surrounding the provision thereof. The TOWN will not be responsible for any alleged misunderstanding of the Contract Items to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the CONTRACTOR serves as the CONTRACTOR'S stated commitment to fulfill all the conditions referred to in this Contract.

18.00 ENTIRE AGREEMENT

This Contract and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of this Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

19.00 PERMITS, LICENSES AND CERTIFICATES

The CONTRACTOR is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Contract Items under this Contract.

20.00 FIRE, THEFT, LOSS

The CONTRACTOR is responsible for all damage or loss by fire, theft or otherwise to materials, tools, equipment, and consumables left on TOWN property by the CONTRACTOR.

21.00 CONTRACTING AUTHORITY

The persons executing this Contract on behalf of the TOWN and the CONTRACTOR hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

22.00 GOVERNING LAW

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state, and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Shelby County, Tennessee and the CONTRACTOR hereby consents to the jurisdiction of such courts.

23.00 OPPORTUNITY FOR REVIEW

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

24.00 SECTION HEADINGS

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

25.00 NOTICES

All notices, demands, and requests required or permitted by this Contract shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows:

(i) To: Town of Collierville
500 Poplar View Parkway
Collierville, TN 38017
Facsimile: (901) 457-2207

(ii) To: **[Insert Name of CONTRACTOR]**
_____
_____
Facsimile: ( ) _____

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or telecopier number for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

26.00 SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein by its severance herefrom. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or enforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

27.00 NO CONSENT TO BREACH

No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

28.00 OTHER INSTRUMENTS

The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

[Signatures to follow on next page]

WITNESS THE DUE EXECUTION HEREOF.

TOWN OF COLLIERVILLE, TENNESSEE

By: _____
Stan Joyner, Mayor

ATTEST:

By: _____
Town Clerk/Recorder

APPROVED AS TO FORM AND CONTENT:

_____
Director of General Services

_____

[INSERT NAME OF CONTRACTOR]

By: _____

Its: _____

CONTRACTOR's Mailing Address:

_____

_____

CONTRACTOR's Telephone Number:
(_____)_____

CONTRACTOR's Facsimile Number:
(_____)_____

EXHIBIT "A"

Invitation to Bid No. TC2013-20

EXHIBIT "B"

CONTRACTOR'S Bid

EXHIBIT "B"

CONTRACTOR'S Bid

BID RESPONSE FORM

Town of Collierville
General Services Department
500 Poplar View Parkway
Collierville, Tennessee 38017
(901) 457-2254

Stan Joyner
Mayor

James H. Lewellen
Town Administrator

Derek Honeycutt
Director of General Services

POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM **BID NO.: TC-2013-20**

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE **THURSDAY, JULY 25, 2013, 2:00:00 P.M.** (LOCAL TIME) IN THE OFFICE OF THE DIRECTOR OF GENERAL SERVICES, 500 POPLAR VIEW PARKWAY, COLLIERVILLE, TENNESSEE 38017, AT WHICH TIME OR SOON THEREAFTER THE BIDS WILL BE PUBLICLY OPENED AND READ ALOUD IN THE TOWN BOARD CHAMBERS.

IF YOU DO NOT RESPOND TO THIS REQUEST FOR BID WITH 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.

****REQUIRED TO SUBMIT BID: TOWN OF COLLIERVILLE VENDOR #** 0000 2693
(See Public Notice Form for Information on Obtaining a Vendor #)

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT	
				DOLLARS	CENTS
1	LF	**Crack Repair**	10.00 /FT.		
2	LF	**Fill Cracks with Bonding Filler**	1.00/FT.		
3	LF	**Paint all Tennis Court Lines**	250.00/court		
4	SY	**Fill and Level Water Holes**	10.00/SQ. FT.		
5	CT	**Application of Acrylic Re-Surfacer**	950.00/court		
6	CT	**Application of Acrylic Color Coat**	1,000.00/court		
7	CT	**Layout and Line Tennis Courts**	250.00/court		
8	CT	**Remove Nets and Paint Net Posts, Reinstall Nets**	50.00/court		
9	CT	**Patch and Grind Around Net Post and Center Anchors**	100.00/court		
10	CT	**Pressure Washing Prior to Coating Surface**	500.00/court		
11	LF	**Spot Repair of Worn Areas/Lose Surface**	5.00/SQ. FT.		
12	1 Hour	**Labor rate for repairs outside of scope of contract**	**Regular Time** $ 25.00/hr.		

DELIVERY PROMISED: AS SCHEDULED BY OWNER F.O.B. COLLIERVILLE

TERMS: 30 DAYS Discounts will be allowed for prompt payment as follows: 10 calendar days, ____%; 15 calendar days ____%; 20 calendar days ____%; 30 calendar days ____%. 45 calendar days, ____%; 60 calendar days ____%; 90 calendar days ____%; ____ calendar days ____%.

FIRM'S NAME: GERALD PERRY TENNIS ADDRESS: 3381 E. SUNSET RD.

Organized and existing under the laws of the State of CO. INC MO, and doing business as ✓ a corporation, ____ a partnership, ____ an individual, ____ a limited liability company, or ____ otherwise.

CITY: SPRINGFIELD, STATE: MO. ZIP: 65804

TELEPHONE: 417-894-4024 FAX: 417-865-9804 EMAIL: geraldperrytennis@att.net

NAME: CARLA MAGERS TITLE: OWNER

AUTHORIZED SIGNATURE: [signature] DATE: 7/21/13