

CONTRACT FOR SERVICES AND/OR PRODUCTS

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein “**Contract**”) is made and entered into this 28th day of April 2014 by and between the TOWN OF COLLIERVILLE, TENNESSEE, a Tennessee municipal corporation, (herein the “**TOWN**”) and ABOVE ALL ENTERPRISES, LLC d/b/a ABOVE ALL LANDSCAPE MAINTENANCE, a Tennessee limited liability company (herein the “**CONTRACTOR**”).

W I T N E S S E T H:

WHEREAS, the TOWN desires to contract with a provider of mowing services (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. TC 2014-04, Mowing Services, (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 April 28, 2014 and ending on April 27, 2015. This 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.

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 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: Above All Enterprises, LLC d/b/a Above All Landscape Maintenance
P.O. Box 1585
Collierville, TN 38027
Facsimile: (866) 365-3201

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.

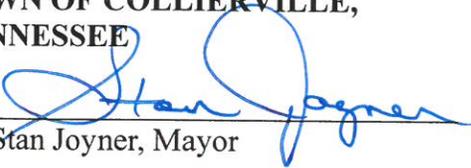
28.00 OTHER INSTRUMENTS

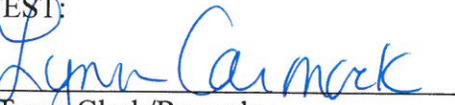
The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

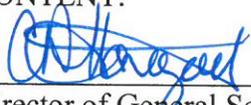
[Signatures to follow on next page]

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
4-25-14

**ABOVE ALL ENTERPRISES, LLC
d/b/a ABOVE ALL LANDSCAPE
MAINTENANCE**

By: 
Its: President

CONTRACTOR's Mailing Address:
P.O. Box 1585
Collierville, TN 38027

CONTRACTOR's Telephone Number:
(901) 497-2878

CONTRACTOR's Facsimile Number:
(866) 365-3201

*ms
4/28/14*

EXHIBIT "A"

Invitation to Bid No. TC 2014-04

EXHIBIT "B"
CONTRACTOR'S Bid



BID RESPONSE FORM

Town of Collierville
 General Services Department
 500 Poplar View Parkway
 Collierville, Tennessee 38017
 (901) 457-2253

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-2014-04

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE **WEDNESDAY, MARCH 19, 2014, 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 # 00002757**
 (See Public Notice Form for Information on Obtaining a Vendor #)

TOWN PROPERTY MOWING

MOWING LOCATION NUMBER	MINIMUM NUMBER OF OCCURRENCES	COST OF EACH OCCURRENCE	TOTAL COST OF AREA	
			DOLLARS	CENTS
<u>Location #1</u> – Northwest Waste Treatment Plant, 1500 Wolf River Blvd. Mowing, edging & trimming	28	285-	7980	—
<u>Location #1</u> – Northwest Waste Treatment Plant, 1500 Wolf River Blvd. Bush hogging.	3	320-	960	—
<u>Location #2</u> – Shelton R. Waste Water Treatment Plant; 136 E. Shelton Rd. Mowing, trimming & edging	28	275-	7700	—
<u>Location #2</u> – Shelton R. Waste Water Treatment Plant, 136 E. Shelton Rd. Trimming, Fence Line	3	295-	885	—
<u>Location #2</u> – Shelton R. Waste Water Treatment Plant, 136 E. Shelton Rd. Bush hogging	6	175-	1050	—
<u>Location #3</u> – Public Services Complex 500 Keough Rd. Mowing, edging & trimming	28	350-	9800	—
<u>Location #3</u> – Public Services Complex 500 Keough Rd. Bush hogging	6	205-	1230	—
<u>Location #4</u> – Lateral K Ditch, runs through Cedar Brook Subdivision Bush hogging	6	350-	2100	—
<u>Location #5</u> – Solid Waste Transfer Station, 450 East South Street Mowing, trimming, & edging	28	44-	1232	—
<u>Location #6</u> – Water Treatment Plant #4 4525 Fleming Rd. Mowing, edging & trimming	28	184-	5152	—

MOWING LOCATION NUMBER	MINIMUM NUMBER OF OCCURRENCES	COST OF EACH OCCURRENCE	TOTAL COST OF AREA	
			DOLLARS	CENTS
Location #7 – Old Frank Rd. -Landfill				
Area #1 – Mowing, trimming & edging	28	78-	2184	-
Area #2 – Bush Hogging	6	240-	1440	-
Area #3 – Bush Hogging	6	360-	2160	-
Location #8 – Nikki McCray Park				
Mowing, edging & trimming	28	285-	7980	-
Location #9 – South Street Strip				
Mowing & edging	28	34-	952	-
Location #10 – Suggs/Jaycee Park				
Mowing & edging	28	475-	13,300	-
Location #11 – Steeplechase Park				
Mowing, edging & trimming	28	445-	12,460	-
Location #12 – Nonconnah Pump Station				
4437 Bailey Station	28	93-	2604	-
Location #13 – Byhalia Medians				
Mowing, trimming & edging	28	182-	5096	-
Location #14 – Houston Levee Medians				
Mowing, trimming & edging	28	519-	14532	-
Location #15 – Wolf River Blvd.				
Mowing, trimming & edging	28	335-	9380	-
Location #16 – Winchester Medians				
Mowing, trimming & edging	28	283-	7924	-
Location #17 – Bailey Station Medians				
Mowing, trimming & edging	28	154-	4158	-
Location #18 – Hwy 385 & Houston Levee Islands, mowing, trimming & edging	28	85-	2380	-
Location #19 – Hwy 385 & Byhalia Islands	28	85-	2380	-
Location #20 – Hwy 385 & US 72 Islands	28	85-	2380	-
Location #21 – Wolf River Pump Station	28	34-	952	-
Location #22 – Intersection of Shelby Drive & US 72	28	168-	4704	-
Location #23 – White Rd. & Byhalia Trail	28	90-	2520	-
Area shall be mowed at a minimum of Every 7 days at a 2.5" mowing height. Area must be mowed, trimmed & edged.				
Location #24 – ROW along Byhalia Beginning at Powell Rd. going south.	28	24-	672	-
Location #25 – “Welcome to Collierville” Sign at Poplar/Germantown line.	28	24-	672	-
Area shall be mowed every 7 days at a 2.5" Minimum height in an 80 foot circle around Sign.				
Location #26 – Collierville Historic High School Campus, U of M Collierville Campus 146 College St.	28	350-	9800	-
Location #27 – Queen Oaks Retention Pond	28	375-	10500	-
Location #28 – Shelby Drive Annex Area	28	250-	7000	-
Location #29 – Forest Hill-Irene Annex Area	28	145-	4060	-

4312.00

MOWING LOCATION NUMBER	MINIMUM NUMBER OF OCCURRENCES	COST OF EACH OCCURRENCE	TOTAL COST OF AREA			
			DOLLARS	CENTS		
<u>Location #30</u> – Reynolds Road Annex Area	28	175 -	4900	-		
<u>Location #31</u> – Holmes Road Annex Area	28	475 -	13,300	-		
<u>Location #32</u> – Center Hill Road Annex Area	28	125 -	3500	-		
<u>Location #33</u> – Fleming Road Annex Area	28	100 -	2800	-		
<u>Location #34</u> – Fire House #2, 391 Old Byhalia Rd. Mowing, trimming & edging	28	75 -	2100	-		
<u>Location #35</u> – Fire House #3, 1241 Peterson Lake Rd. Mowing, trimming & edging	28	65 -	1820	-		
<u>Location #36</u> – Fire House #4, 2823 Houston Levee Rd. Mowing, trimming & edging	28	85 -	2380	-		
<u>Location #37</u> – Fire House #5, 4280 S. Houston Levee Rd. Mowing, trimming & edging	28	65 -	1820	-		
LUMP SUM AMOUNT FOR ANNUAL CONTRACT			\$ 202,879	\$ 202,879	-	203,053.00

The proposed cost contained herein shall remain valid for at least (90) days subsequent to the date of the Bid opening and thereafter in accordance with any resulting contract between the Bidder and the Town of Collierville.

DELIVERY PROMISED: within mowing season, 28 weeks F.O.B. COLLIERVILLE

TERMS: NET 30 Discounts will be allowed for prompt payment as follows: 10 calendar days, 1.5%; 15 calendar days ___%; 20 calendar days ___%; 30 calendar days ___%; 45 calendar days, ___%; 60 calendar days ___%; 90 calendar days ___%; ___ calendar days ___%.

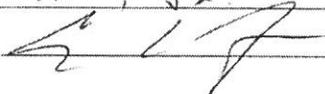
FIRM'S NAME: Above All Landscape Maintenance ADDRESS: _____

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

CITY: Collierville STATE: TN ZIP: 38017

TELEPHONE: 901-497-2878 FAX: 866-365-3291 EMAIL: ej@abovealllandscape.com

NAME: Eric Cox, Jr. TITLE: Pres.

AUTHORIZED SIGNATURE:  DATE: 3/2/11



BID RESPONSE FORM

Town of Collierville
General Services Department
500 Poplar View Parkway
Collierville, Tennessee 38017
(901) 457-2253

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-2014-04

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE **WEDNESDAY, MARCH 19, 2014, 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 # 00002757**
(See Public Notice Form for Information on Obtaining a Vendor #)

MOWING OF NUISANCE LOTS

ITEM NUMBER	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1A	One-Half Acre or Less w/No Structures	JOB	57.00
1B	Cost to Cut Lot Twice*	JOB	81.00
2A	One-Half to One Acre w/No Structures	JOB	71.00
2B	Cost to Cut Lot Twice*	JOB	99.00
3A	One-Half Acre or Less w/Structures	JOB	82.00
3B	Cost to Cut Lot Twice*	JOB	109.00
4A	One-Half to One Acre w/Structures	JOB	93.00
4B	Cost to Cut Lot Twice*	JOB	122.00
5A	One Acre and Above	JOB	108.00
5B	Cost to Cut Lot Twice	JOB	139.00
6	Cost to Pick Up Debris, Etc. and Remove	HOUR	36.00
7	Cost to Clean Weeds, Trim Bushes and Landscape Flower Beds	HOUR	39.00
	*Same Day, Same Time Cleaning		

DELIVERY PROMISED: within 48 hrs of notification 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: Net 30 ADDRESS: PO Box 1585

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

CITY: Collierville STATE: TN ZIP: 38027

TELEPHONE: 901-497-2878 FAX: 866-366-3201 EMAIL: ej@abovealllawncare.com

NAME: Eric Cox Jr. TITLE: Pres

AUTHORIZED SIGNATURE: [Signature] DATE: 3/24/14