Contract No.: GS-14-00626

CONTRACT FOR SERVICES AND/OR PRODUCTS

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein "**Contract**") is made and entered into this 9th day of June 2014 by and between the TOWN OF COLLIERVILLE, TENNESSEE, a Tennessee municipal corporation, (herein the "**TOWN**") and BFI WASTE SERVICES, LLC d/b/a REPUBLIC SERVICES OF MEMPHIS, ALLIED WASTE DIVISION, a Delaware 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 recycle material hauling 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 2014-24, Recycle Material Hauling (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 June 30, 2014 and ending on June 29, 2015. This Contract may be extended by the TOWN for two (2) additional successive twelve (12) month periods or portions thereof, up to a cumulative total of thirty-six (36) 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 ten (10) days written notice, with documented service issues, 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: BFI Waste Services, LLC d/b/a Republic Services of Memphis, Allied Waste Division

3840 Homewood Rd.
Memphis, TN 38118
Facsimile: (901) 362-4777

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

BFI WASTE SERVICES, LLC d/b/a REPUBLIC SERVICES OF MEMPHIS, ALLIED WASTE DIVISION

By: _____

Its: GEN MGR

CONTRACTOR's Mailing Address:
3840 Homewood Rd.
Memphis, TN 38118

CONTRACTOR's Telephone Number:
(901) 301-6200

CONTRACTOR's Facsimile Number:
(901) 362-4777

EXHIBIT "A"

Invitation to Bid No. TC 2014-24

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: RECYCLE MATERIAL HAULING

BID NUMBER: TC2014-24

DUE DATE: No Later Than

2:00:00 P.M.	**THURSDAY**	**MAY 22, 2014**
(Local Time)	**(Day)**	**(Date)**

SEALED BID No. TC2014-24
DUE DATE: 05-22-2014

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TOWN OF COLLIERVILLE BID ENVELOPE	**ATTACHMENT**

SEALED BID No. TC2014-24
DUE DATE: 05-22-2014

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 # TC2014-24 "RECYCLE MATERIAL HAULING"

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) 457-2261.*

Deadline for sealed bids, submitted to the Purchasing Division, 500 Poplar View Parkway, Collierville, TN 38017, is Thursday, **May 22, 2014 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: **TC2014-24 – "RECYCLE MATERIAL HAULING"**

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. TC2014-24
DUE DATE: 05-22-2014

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) 457-2253

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) 457-2261.

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, Lori Bryant, 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. TC2014-24
DUE DATE: 05-22-2014

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) 457-2253

1 SCOPE

The Town of Collierville is soliciting sealed bids for furnishing three (3) forty (40) cubic yard roll-off refuse containers and hauling services to transport materials from the location on East South Street in Collierville, TN to a recycle material processing facility of the Town's choice.

2 CONTRACT TERM

The period of this Contract shall be for twelve (12) months. This Contract may be extended by the Town for two (2) additional successive twelve (12) month periods or portions thereof, up to a cumulative total of thirty-six (36) months, by written notice to the Contractor given at least thirty (30) days before the expiration of the term then in existence.

3 PRICE CHANGES

Price escalation/de-escalations after the first completed year of the contract shall be limited to a maximum based upon the Consumer Price Index for Urban Consumers. Price escalation/de-escalation requests for each additional one (1) year contract renewal must be submitted in writing to the Town for approval sixty (60) days prior to the contract's expiration date. Price escalation/de-escalation may be requested only at the time of contract renewal.

Comply _____ Exception _____

4 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.

5 ADDITIONAL INFORMATION

Technical and general contracted questions relating to this solicitation shall be submitted in writing to Lori Bryant, Office of Purchasing, at fax number 901-457-2258

If any questions or responses require revisions to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes separate contact for technical information, bidders are cautioned that any written or oral representation made by any Town representative or other person that appear to change materially, conflict with, or modify any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Town. For determination of whether an oral or written representation of any Town representative or other person requires that an amendment be issued, contact Lori Bryant, Buyer in writing at fax number 901-457-2258.

6 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 Information, Section V (Optional);
(4) Reference Sheet, Section VII;

All bid documents must 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, May 22, 2014**.

7 BASIS FOR AWARD

One award shall be made to the lowest responsive and responsible bidder.

8 UNIONS

Financial Strength of your company.
Are your facilities unionized? _____ If yes, by whom? _____
Give expiration dates of current union contracts. _____
What percentage of company employees are members of a union? _____%.
Provide number of union strikes your company has experienced in the last five (5) years. _____

9 QUANTITIES

Vendor will refer to the bid response form (Section IV) for quantities.

10 INSURANCE

Unless otherwise required by Special Conditions of this Invitation to Bid, if a contract is awarded, the bidder will be required to purchase and maintain during the life of the contract, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Worker's Compensation Insurance with limits of not less than those set forth in the Contract, attached as Section VIII of this bid.

The bidder shall provide the Town with Certificates of Insurance evidencing the coverages required above. Such certificates shall provide that the Town be given at least 30 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. Bidder must provide Certificates of Insurance before commencing work in connection with the contract.

The providing of any insurance required herein does not relieve the bidder of any responsibilities or obligations assumed by the bidder in the contract awarded or for which the bidder may be liable by law or otherwise.

11 AVAILABILITY OF FUNDS

The contractual obligation of the Town under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

12 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 contract name and phone number.

13 PERMITS

All local, State, and Federal licenses, permits, and associated fees shall be the responsibility of the successful bidder.

14 SPECIFICATIONS

The bidder will mark each specification by checking comply or giving a brief explanation of the exception taken.

14.1. The containers will be delivered to the Recycling Center on East South Street in Collierville, Tennessee.
Comply: _____ Exception: _____

14.2. Bidder will be responsible for hauling the container from the East South Street location to one of the two following processing facilities: **RockTenn** recycle facility located at 422 Gragson Drive Memphis TN or **Re-Community** recycle facility located at 3197 Farrisview Memphis TN. A single recycle processing facility will be selected by the Town prior to commencement of hauling operations.
Comply: _____ Exception: _____

14.3. Bidder will be required to transport the filled containers and place an empty container at the East South Street location no later than 12:00 noon each Tuesday, Wednesday & Thursday and any time Friday of each week. (There is no pick-up on Monday, except when a holiday falls on Monday through Thursday).
Comply: _____ Exception: _____

14.4. Three containers must be at dock by 12:00 noon with two or three spares; a spare does not need to be brought with every haul.
Comply: _____ Exception: _____

14.5. All containers must be covered to prevent littering of material at a fixed location and in transit.
Comply: _____ Exception: _____

14.6. Bidder will furnish 40 CY containers during the duration of this contract.
Comply: _____ Exception: _____

14.7. The recycle material will consist primarily of aluminum cans, newsprint, tin cans, plastic jugs, glass bottles and other similar type recyclable materials.
Comply: _____ Exception: _____

14.8. Bidder will be responsible for collecting all weight tickets and forwarding them to the Collierville Sanitation Division, located at 500 Keough Rd. each month by mail or courier at the bidder's expense.
Comply: _____ Exception: _____

14.9. The estimated hauling will require approximately 8 – 10 trips per week by the vendor. The number of estimated hauling trips could increase or decrease based on customer participation in the curbside recycle collection program.
Comply: _____ Exception: _____

14.10. Initially, a Town Sanitation Division representative will call the vendor when hauling is required. Once recycling volume under the new curbside recycling program is established or more stable, the Town and the vendor may coordinate and mutually agree upon a set pickup/hauling schedule.
Comply: _____ Exception: _____

END OF SECTION

SEALED BID No. TC2014-24
DUE DATE: 05-22-2014

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) 457-2253

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-2014-24**

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE **THURSDAY, MAY 22, 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 # _____**
(See Public Notice Form for Information on Obtaining a Vendor #)

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT	
				DOLLARS	CENTS
1	**3**	**Monthly Rental for 40 CY Container** (Express in Unit Price and Extended Price)			
2		**Haul cost per trip to bring empty containers to East South Street location and transport full containers to RockTenn recycle center located at 422 Gragson Drive, Memphis, TN**			
3		**Haul cost per trip to bring empty containers to East South Street location and transport full containers to Re-Community recycle center located at 3197 Farrisview, Memphis, TN.**			
		LUMP SUM TOTAL			

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. TC2014-24
DUE DATE: 05-22-2014

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. TC2014-24
DUE DATE: 05-22-2014

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) 457-2253

Vendor List
TC2014-24 Recycle Material Hauling
Commodity Code: 968-71 (Solid or Liquid Waste Disposal)

All Star Waste Systems, LLC
Hunter Carruthers
PO Box 278
Collierville, TN 38027
Email: hunter@asws.us
Phone: (901)854-8865
FAX: (901)854-8869

AUI,LLC
Larry Plympton
222 West Spring Street
Cookeville, TN 38501
Email: lplympton@auillc.biz
Phone: (931)372-8500
FAX: (931)372-2500

BFI
Shana Fristick
7111 Old Millington Road
Millington, TN 38053
Email: Shana.Fristick@awin.com
Phone: (901)872-7258
FAX: (901)872-7205

BFI Waste Services, LLC, DBA Allied Waste
Gerry Burke
3840 Homewood
Memphis, TN 38118
Email: gerry.burke@awin.com
Phone: (901)794-3800
FAX: (901)794-0103

Blue Star Environmental Services LLC
Paul Sammons
1196 Poplar View Lane South Suite 1
Collierville, TN 38017
Email: paul.sammons@bluestar-online.net
Phone: (901)850-2300
FAX: (901)850-5314

ECM of Ridgely,LLC.
Emily Spencer
PO Box 214
3145 Chandlers Mill Rd
Ridgely, TN 38080
Email: ecmespencer@gmail.com
Phone: (731)264-5316
FAX: (731)264-5311

Lilly Company Enviromental
David Pledge
155 Old Hermitage Ave
Nashville, TN 37210
Email: dpledge@lillyco.com
Phone: (615)734-1445

Memphis Recycling Services
Tammy Wilson
1131 Agnes Place
Memphis, TN 38104
Email: tjwilson@recyclingit.com
Phone: (901)726-1600 Ext. 3
FAX: (901)274-0415

Michael's Tree & Loader Service LLC
Sean Hunt
3877 Winchester Rd, Suite 4
Memphis, TN 38118
Email: am@mtlmemphis.com
Phone: (901)596-6661
FAX: (901)367-8303

Red River Service Corporation
Kelly Place
4004 E US Hwy 290
PO Box 588
Dripping Springs, OK 78620
Email: mktg@redriverservice.com
Phone: (512)858-0400
FAX: (512)858-0477

Unified Recovery Group, LLC
Gloria Wilkins
263 Third Street
5th floor
Baton Rouge, LA 70801
Email: gwilkins@unifiedrecoverygroup.com
Phone: (225)768-0773
FAX: (225)769-6715

Waste Connections dba ASCO Sanitation and; Northeast MS Regional Landfill
Tracy King
PO Box 96
2941 County Rd 302
Walnut, MS 38683
Email: martyd@wcnx.org
Phone: (662)223-6800
FAX: (662)223-5002

Waste Pro
Jimmie Moore
200 Braxton Avenue
Meridian, MS 39301
Email: jmoore@wasteprousa.com
Phone: (601)483-9777
FAX: (601)483-9787

Waste Services of TN
Lorie Maples
650 25th St NW
Ste 100
Cleveland, TN 37311
Email: lorie@santekenviro.com
Phone: (800)467-9160
FAX: (423)303-7150

SEALED BID No. TC2014-24
DUE DATE: 05-22-2014

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. TC2014-24

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:

SEALED BID No. TC2014-24
DUE DATE: 05-22-2014

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

SECTION VIII

CONTRACT FOR SERVICES AND/OR PRODUCTS

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-2014-24**

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE **THURSDAY, MAY 22, 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 #** 88
(See Public Notice Form for Information on Obtaining a Vendor #)

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT DOLLARS	AMOUNT CENTS
1	3	**Monthly Rental for 40 CY Container** (Express in Unit Price and Extended Price)	$ 0.00	$ 0	0
2		**Haul cost per trip to bring empty containers to East South Street location and transport full containers to RockTenn recycle center located at 422 Gragson Drive, Memphis, TN**	$155.00 per haul	$155.	00 per haul
3		**Haul cost per trip to bring empty containers to East South Street location and transport full containers to Re-Community recycle center located at 3197 Farrisview, Memphis, TN.**	$130.00 per haul	$130.	00
		LUMP SUM TOTAL	* See	NOTES	*

DELIVERY PROMISED: 2 days after order initiated F.O.B. COLLIERVILLE

TERMS: 30 days NET - (Negotiable) Discounts will be allowed for prompt payment as follows: 10 calendar days 0 %; 15 calendar days 0 %; 20 calendar days 0 %; 30 calendar days 0 %; 45 calendar days 0 %; 60 calendar days 0 %; 90 calendar days 0 %; ____ calendar days ____ %.

FIRM'S NAME: Allied Waste, A Republic Services Co ADDRESS: 3840 Homewood Rd Memphis, TN 38118

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

CITY: Memphis STATE: TN ZIP: 38118

TELEPHONE: 901-301-6200 FAX: 901-362-4777 EMAIL: sashford@republicservices.com

NAME: Sherri Ashford TITLE: Sales Representative

AUTHORIZED SIGNATURE: Sherri Ashford DATE: 5-21-14

*NOTE: 1) Rebates will be handled directly between the Town of Collierville Allied Waste will take no percentage of the rebate

2) Since container are "ON CALL" - there is no way to determine a "Lump Sum Total"