

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 Manager



INVITATION TO BID

BID DESCRIPTION: CHEMICAL WEED CONTROL

BID NUMBER: TC2015-36

DUE DATE: No Later Than

2:00:00 P.M.
(Local Time)

THURSDAY
(Day)

NOVEMBER 5, 2015
(Date)

SEALED BID No. TC2015-36
DUE DATE: 11-05-2015

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TOWN OF COLLIERVILLE BID ENVELOPE

ATTACHMENT

SEALED BID No. TC2015-36
DUE DATE: 11-05-2015



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 # TC2015-36 “CHEMICAL WEED CONTROL”

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.; by facsimile request at 901-457-2258; or by email request at tocpurchasing@ci.collierville.tn.us. The following information must be included in the request for a copy of any bid: *Vendor Number, Contact Name, Company Name and Address, Telephone and Fax Number, Bid Number, and Bid Due Date.

**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) 457-2250.*

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.

Deadline for sealed bids, submitted to the Purchasing Division, 500 Poplar View Parkway, Collierville, TN 38017, is **THURSDAY, NOVEMBER 5, 2015, 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: **TC2015-36 – “CHEMICAL WEED CONTROL”**

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. TC2015-36
DUE DATE: 11-05-2015



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/bsa>. If you have any questions regarding the Vendor Number, please call the Purchasing Division at (901) 457-2250.
- 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 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 accept the bid that is deemed, to be in the best value or best interest of the Town. The Town of Collierville Board of Mayor and Alderman decision shall be final.
- 3.2 Award will be made on the following basis:
 - 3.2.1 Best/Low Bid meeting specifications.
 - 3.2.2 Previous Vendor Performance History.
 - 3.2.3 Delivery Time Quoted.
- 3.3 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.
- 3.4 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.
- 3.5 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 discount shall be considered as a cost factor in the evaluation of bids.
- 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 Derek Honeycutt, Director of General Services, telephone number (901) 457-2250, 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. TC2015-36
DUE DATE: 11-05-2015**



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

- 1.1. The contractor shall perform spraying on designated Town property for both pre and post emergent weed control to include all broadleaf, grass and sedge species considered to be weeds in that area. It is the contractor's responsibility to apply herbicides as necessary to keep all properties weed free throughout the year.
- 1.2. The contractor shall perform spraying on designated Town right-of-way to control all broadleaf weeds, suppress seed head growth and encourage Bermuda grass release.
- 1.3. The herbicide used in treatment of turf will consist of herbicide products that will control all weeds and will not damage Bermuda and Zoysia grasses. Turf grass damage or turf killed by spraying application shall be replaced by fully sodding the affected area.
- 1.4. The contractor shall be responsible for any damage caused by herbicide misapplication both on and off Town property.
- 1.5. It is the contractor's responsibility to monitor all contract areas and perform touch up spraying as needed.
- 1.6. Best Management Practices (BMP) such as Mode of Action rotation shall be used to prevent herbicide resistance.
- 1.7. The contractor shall use the necessary equipment in order to accomplish the work in a timely, satisfactory and safe manner.
- 1.8. The Town may at any time during the spray operation take samples to check chemicals being used, the Town may request at any time a list of chemicals being used and distribution rates.
- 1.9. The contractor shall have secured from the Town of Collierville all necessary permits and shall possess a current Tennessee State Department of Agriculture license.
- 1.10. The contractor shall conform to any applicable laws or statutes regulating or prohibiting the use of any chemicals or spray materials used.
- 1.11. All spray applications are to be done in accordance with all state and local laws.
- 1.12. The Town reserves the right to delete from the contract, portions of any area where right-of-entry or other considerations may make it advisable to delete.
- 1.13. It shall be the responsibility of the contractor to familiarize himself with the attached work locations before submitting his bid.

2. 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) **(HLT) and (WEC) license**
- (6) **Equipment List**
- (7) **Chemicals List**
- (8) **Grounds Spray Program**
- (9) **Right of Way Spray Program**

The Town requests that all bid documents be submitted in duplicate to the Town of Collierville Purchasing Department, 500 Poplar View Parkway, Collierville, TN 38017 no later than 2:00:00 P.M. (local time) on **THURSDAY, NOVEMBER 5, 2015.**

3. 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.

4. 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 Item 11.00 of the Contract for Services and/or Products, attached as Section VIII of this bid.

The bidder shall provide the Town with Certificates of Insurance evidencing the coverage's 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 with endorsements naming the Town of Collierville as Additional Insured before commencing work in connection with the contract.

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

Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. Unless otherwise required by Special Conditions of this Invitation to Bid, if a contractor is awarded, the bidder will be required to purchase and maintain during the life.

5. GENERAL REQUIREMENTS

5.1. Workmanship and Inspection

- 5.1.1. The Town of Collierville Representative will decide any and all questions that may arise as to the quality, acceptability and rate of progress of the work.

5.1.2. The Contractor shall fully comply with all Federal, State and County laws and regulations concerning labor, work hours, labor conditions and wage rates.

5.1.3. All work shall be inspected by a Town of Collierville Representative.

5.2. Supervision and Safety

5.2.1. The Contractor shall be responsible for the supervision and direction of the work performed by his/her employees.

Comply: _____ Exception: _____

5.2.2. The Contractor shall be responsible for instructing his/her employees in all applicable safety measures and requirements. All equipment used by the awarded Contractor shall be in safe operating condition at all times, and shall be free from defects or wear which may in any way constitute a hazard to any person or persons on Town property. All electrical equipment shall be properly grounded. The awarded Contractor shall be responsible for instructing his/her employees to wear proper personal protective equipment while doing work under this contract.

Comply: _____ Exception: _____

5.2.3. Compliance with all federal, state, and local regulations governing the uses of chemical herbicides will be the sole responsibility of the contractor. The application method used by the contractor will have to be acceptable and in accordance with the rules and regulations of all agencies governing these processes. The awarded Contractor must fully adhere to the Federal Occupational Safety and Health Act (OSHA).

Comply: _____ Exception: _____

5.2.4. The Contractor shall exercise due safety when performing the work specified herein, so as not to create a vehicular or pedestrian hazard. All appropriate safety measures should be considered, including but not limited to utilizing high-visibility safety vests, flashing lights, barricades, "Workers Ahead" type signs, etc., as appropriate.

Comply: _____ Exception: _____

5.2.5. Employees must wear a uniform shirt bearing the Contractor's name and/or logo, furnished by the contractor. Safety vests meeting Manual of Uniform Traffic Control Devices (MUTCD) current standards will be worn at all times while working at any Town of Collierville site adjacent to public streets. Safety vests will be supplied by the Contractor.

Comply: _____ Exception: _____

5.2.6. All Contractor employees shall be capable employees, thoroughly trained and qualified in the work assigned to them.

Comply: _____ Exception: _____

6. MATERIALS, EQUIPMENT AND SCHEDULE

6.1. The awarded Contractor shall be responsible for the complete performance of all work under this agreement.

Comply: _____ Exception: _____

6.2. All materials and equipment required to perform under this agreement shall be supplied by the Contractor. The Contractor must supply with his/her bid a listing of his/her equipment to be used on the Town contract. The contractor must have sufficient equipment, materials, and labor to properly perform the services set out herein.

Comply: _____ Exception: _____

- 6.3. The herbicide that the Contractor chooses to use must meet EPA Standards and must be applied according to the approved label and in accordance with all applicable regulatory agency requirements. Safe industry standards and work practices shall be observed at all times while performing any Work under this Contract.
Comply: _____ Exception: _____
- 6.4. Waste Materials – The Contractor must dispose of all refuse and waste materials, off the Owner’s property, at the Contractor’s expense. The Contractor must immediately clean up any spilled material from sidewalks, roads, etc. The Contractor will be responsible for clean-up and disposal to the satisfaction of the appropriate regulatory authority.
Comply: _____ Exception: _____
- 6.5. The Contractor shall not make other commitments that interfere with the proper and timely discharge of the contract.
Comply: _____ Exception: _____
- 6.6. The Contractor shall cover all properties contained in this contract within seven (7) Working Days from the start of each cycle. Working Days is defined as Monday through Saturday when soil moisture, wind speed, temperature and rain at work site allows for work to be completed.
Comply: _____ Exception: _____
- 6.7. The Contractor shall notify the Parks and Recreation Department, Parks Maintenance Supervisor, twenty-four (24) hours prior to each spraying.
Comply: _____ Exception: _____
- 6.8. The service will be provided on a regular schedule agreeable to the Town’s Parks and Recreation Director or authorized representative and with a written copy maintained by both parties. The schedule will contain the day of week as well as time of day to cause least interference with the using agency’s work schedule. Revisions may be made by mutual consent. The bidder agrees to provide services at times which will be the least disruptive to the Town.
Comply: _____ Exception: _____
- 6.9. In the event that rain follows the chemical application, which negates the desired effect, it shall be the duty of the Contractor to re-spray the affected area at no additional cost to the Town.
Comply: _____ Exception: _____
- 6.10. Contractor will be required to re-spray at no additional charge should results from the first attempt not be adequate, as determined by the Parks and Recreation Director or his authorized representative.
Comply: _____ Exception: _____

7. SPRAY PROGRAM

- 7.1. **Each Bidder is required to submit two (2) proposed weed control spray programs to be returned with the bid package.**
- 7.1.1. One (1) spray program satisfying chemical weed control requirements at Town Locations as outlined in Item 12. of these Specifications with the exclusion of the right-of ways.
- 7.1.2. The second spray program will satisfy chemical weed control requirements in right-of ways as specified in Item 12. of these Specifications.
Comply: _____ Exception: _____

- 7.2. Each program shall include a list of chemicals to be used, minimum spray application rates, and approximate timing of each application.
Comply: _____ Exception: _____
- 7.3. Each program shall include a minimum of a Spring and a Fall pre-emergent application, as well as, post-emergent applications to provide weed free turf.
Comply: _____ Exception: _____
- 7.4. If the Programs provide insufficient weed control, the Contractor shall be required to provide additional, non-scheduled spray applications to kill weeds not controlled by the scheduled applications. Additional applications shall be provided at no additional charge to the Town.
Comply: _____ Exception: _____

8. LICENSING REQUIREMENTS

- 8.1. The awarded Contractor must be properly certified by the State of Tennessee with a Horticulture Lawn & Turf (HLT) and Industrial Weed Control (WEC) license. A copy of which is to be returned with the bid package.
Comply: _____ Exception: _____
- 8.2. Each applicator should be certified in two categories: Cat #3 (Lawn) and Cat #6 (Industrial). A copy of which is to be returned with the bid package.
Comply: _____ Exception: _____

9. ASSIGNMENT OF CONTRACT

- 9.1. The contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this contract.

10. DAMAGE TO TOWN PROPERTY

- 10.1. Damage to Town property such as to buildings, ground lighting, watering systems, trees or plantings, directly caused by the Contractor during the time they are on Town property, or as a result of said performance of this service, shall be assumed by the Contractor. The Town must be notified the same day as any occurrence of damage takes place.
- 10.2. The Contractor will not be responsible for any damages caused by acts of nature, including, but not limited to fire, wind storm, rising water, wind driven rain, frost, or hail, nor any intentional or negligent acts of persons not employed by the Contractor.

11. EXAMINATION OF BID DOCUMENTS AND SITE

- 11.1. Before submitting a Bid, each Bidder must (a) examine the Bid documents thoroughly, (b) visit the sites to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Bid Documents.

- 11.2. The Town shall not be responsible for oral interpretations given by any Town employees, representatives, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

12. LOCATIONS

- 12.1. Town Hall: All fine cut areas starting at the entrance extending to the trail on the south side of lake.
- 12.2. Library: All fine cut areas and Flicker's Nest Median.
- 12.3. H.W. Cox Park: Entire Park.
- 12.4. W.C. Johnson East Complex: Entire Park.
- 12.5. W.C. Johnson West Complex: All area inside fence of athletic fields; fifteen feet around outside of fence; and entire park area from Byhalia Road to Baseball Complex entrance.
- 12.6. Tom Brooks Park: Entire Park.
- 12.7. Police Complex: Entire Complex.
- 12.8. Public Services Complex: All fine cut area around public service building including grass along sidewalk going to shop; fine cut road frontage going east to Progress Road.
- 12.9. Nikki McCray Park: Entire Park.
- 12.10. Northwest Wastewater Treatment Plant: Fine cut area in front and around solid waste building; fine cut area along entrance road.
- 12.11. Shelton Road Treatment Plant: Fine cut area around solid waste building.
- 12.12. Progress Road Soccer Complex: Entire Complex
- 12.13. Suggs Park: Entire Park
- 12.14. Bess Crawford Morton Museum/ White Church
- 12.15. School Administration and University of Memphis Collierville Campus – (Poplar & Walnut)
- 12.16. Shelby Drive Practice Complex
- 12.17. Queen Oaks Water Retention Basin

IRRIGATED MEDIANS Total length of medians: 22,270'

- 12.18. Winchester Medians: Byhalia Rd – West to Town Line (15 medians totaling 8,613') excluding Shilling Farms medians
- 12.19. Bailey Station Medians: Poplar – Houston Levee (6 medians totaling 3,934').
- 12.20. Wolf River Blvd, Medians: Ambrose Grove to Still Wind Ln. – (5 medians totaling 3,832')
- 12.21. Hwy 72 medians from Poplar south to Quinn (14 medians totaling 5,891ft)

ISLANDS Total acreage for islands = 2.67 acres.

- 12.22. Islands at U.S. 72 and Shelby Drive: .13 acres
- 12.23. Islands at U.S. 72 and 385: 1.06 acres
- 12.24. Islands at Byhalia Road and 385: .41 acres
- 12.25. Islands at Houston Levee and 385: 1.07 acres

FIRE STATIONS

- 12.26. Fire Administration
- 12.27. Fire Station #2
- 12.28. Fire Station #3
- 12.29. Fire Station #4
- 12.30. Fire Station #5

SCHOOLS Not all areas at schools will be sprayed. Areas are approximate

- 12.31. Crosswind Elementary – 2.7 acres
- 12.32. Sycamore – 6.7 acres
- 12.33. Bailey Station – 2.35 acres

- 12.34. Schilling Middle – 2.07 acres
- 12.35. Tara Oaks – 8.05 acres
- 12.36. Collierville Elementary – 4.04 acres
- 12.37. Collierville Middle – 8.01 acres
- 12.38. Collierville High – 6.12 acres

RIGHT OF WAY All Mileages listed below are approximate. Width of spray areas vary and should be checked by site visit.

WOLF RIVER BLVD - 3.8 miles

- 12.39. West bound from Shelton Rd. to Byhalia = .5 miles.
- 12.40. East bound from Byhalia to Shelton = .5 miles.
- 12.41. West bound from Church to St. George's school = 1 mile.
- 12.42. East bound from Almadale Farms to Wellington Farms = 1.8 miles

HOUSTON LEVEE - 7.9 miles

- 12.43. South bound from 2491 to Frank Rd. = .8 miles.
- 12.44. South bound from Frank Rd. to Landers Ford = 1 mile.
- 12.45. South bound from Winchester to Bill Heard = 1.7 miles.
- 12.46. North bound from 385 to Bailey Station = .5 miles.
- 12.47. North bound from Bailey Station to Winchester = 1.3 miles.
- 12.48. North bound from Landers to Covenant Church = .5 miles.
- 12.49. North bound from Halle Plantation to S. Houston Way = 1 miles.
- 12.50. North bound from St. George's to Wolf River = .4 miles.
- 12.51. South bound from Wolf River to Trust One Bank = .7 miles.

WINCHESTER - 2.4 miles

- 12.52. West bound from U of M to Schilling Farms = .2 miles
- 12.53. East bound from Schilling Farms to Byhalia = .4 miles.
- 12.54. West bound from Peyton Pkwy. to Bailey Station = .3 miles.
- 12.55. West bound from Kroger to G' town line = .2 miles
- 12.56. East bound from Germantown line to H. Levee = .4 miles
- 12.57. East bound from H. Levee to Central Church = .2 miles
- 12.58. East bound from Bailey Station to Schilling Farms = .7 miles.

PINKSTON PKWY - 0.2 miles

- 12.59. West bound from The Village to Bailey Station = .2 miles.

BAILEY STATION - 1.9 miles

- 12.60. North bound from Pinkston to Poplar = .2 miles
- 12.61. South bound from Dead End to Poplar = .6 miles
- 12.62. South bound from Poplar to Pinkston = .2 miles.
- 12.63. South bound from Bailey Creek Apts. to H. Levee = .6 miles.
- 12.64. North bound from H. Levee to Fed Ex = .1 miles.
- 12.65. North bound from Fed Ex to 3844 = .2 miles.

BYHALIA - 4.3 miles

- 12.66. South bound from Regions to Zaxby's = .1 miles.
- 12.67. South bound from Bumpus to South Ridge = 1.2 miles.
- 12.68. South bound from South Ridge to Holmes = .3 miles

- 12.69. North bound from Holmes to Estanaula = .1 miles
- 12.70. North bound from Winding Ridge to Shelby Dr. = .2 miles
- 12.71. North bound from 698 to Pepsi = 1 mile.
- 12.72. North bound from Maynard Way to Polo Run = .5 miles.
- 12.73. North bound from Shelton to Wolf River Blvd. = .6 miles.
- 12.74. North bound from Wolf River Blvd. to Shelton = .3 miles.

COWAN - 0.7 miles

- 12.75. East and west bound from South Rowlett to Byhalia = .7 miles

FRANK RD - 2.2 miles

- 12.76. West bound from Bray Station to H. Levee = 1.4 miles
- 12.77. East bound from Houston Downs to Bray Station = .8 miles

SHEA RD - 1.8 miles

- 12.78. South bound from Frank to Shea Woods = .9 miles.
- 12.79. North bound from Shea woods to frank = .9 miles.

BRAY STATION - 0.6 miles

- 12.80. South bound from 655 to DuBray = .4 miles
- 12.81. South bound from DuBray to Poplar = .2 miles

SHELTON - 1.8 miles

- 12.82. West bound from Wellington Ridge to Bray Station = .2 miles
- 12.83. East bound from Bray Station to Wellington Ridge = .4 miles
- 12.84. East bound from Peterson Lake to 205 = .8 miles
- 12.85. West bound from Verlington to Byhalia = .4 miles

OLD BYHALIA - 0.2 miles

- 12.86. North bound from Hancock Fabric to Maynard Way = .2 miles

MAYNARD WAY - 1.1 miles

- 12.87. East bound from Old Byhalia to Poplar = .4 miles
- 12.88. West Bound from Poplar to Byhalia = .7 miles

MARKET PLACE - 0.4 miles

- 12.89. East bound from Medical Center to Faith Lutheran = .4 miles

CIVIC CENTER - 0.3 miles

- 12.90. West bound from Self-storage to Halle Park = .1 miles
- 12.91. East bound from Orchard Apts. to Market = .2 miles

WHITE RD. - 0.3 miles

- 12.92. East bound from 573 to Dove Valley = .3 miles

PETERSON LAKE - 0.4 miles

- 12.93. North bound from Bancroft to Baptist Church = .2 miles
- 12.94. North bound from Cottonwood to Shelton = .2 miles

COLLIERVILLE-ARLINGTON (S.R.205) - 1.7 miles

- 12.95. North bound from Shelton to Wolf River = .5 miles
- 12.96. South bound from Wolf River to Ashton Woods = .7 miles
- 12.97. North bound from Fletcher to Little Oak Ln. = .2 miles
- 12.98. North bound from Tara Oaks to Ashton Woods = .3 miles

HARPER'S FERRY - 0.2 miles

- 12.99. East bound to Tara Oaks = .1 mile
- 12.100. West bound to Collierville-Arlington = .1 mile

TARA OAKS - 0.1 mile

- 12.101. West bound to Collierville-Arlington = .1 mile

PROGRESS RD - 2.6 mile

- 12.102. South bound from 57 to R.R. crossing = .2 mile
- 12.103. North bound from R.R crossing to 57 = .2 mile
- 12.104. South bound from Keough to Shelby Dr. = 1 mile
- 12.105. North bound from Shelby Dr. to Keough = 1 mile
- 12.106. North bound from Keough to South St. = .2 mile

SOUTH ST. - 0.4 miles

- 12.107. East bound from Moore to Progress = .3 mile
- 12.108. West bound across from Bodine = .1 mile

MOORE LN. - 0.1 mile

- 12.109. North bound from Germantown Pest Control to South St. = .1 mile

KEOUGH - 1.4 miles

- 12.110. East bound from Mt. Olive to Piperton = .9 mile
- 12.111. West bound from Central Woodworks to 650 = .1 mile
- 12.112. West bound from Dispatch to Mt. Olive = .4 mile

NORTH ROWLETT - 1.1 miles

- 12.113. East bound from Abbington to Police Station = .8 mile
- 12.114. West bound from 260 to trailer park = .3 mile

SOUTH ROWLETT - 1.5 miles

- 12.115. East bound from Collierville Pet Hospital to Cowan = .1 mile
- 12.116. West bound from Main St. to Byhalia = 1.4 miles

WEST ST. - 0.2 miles

- 12.117. North bound from Sunflower to South Rowlett = .2 miles

HARRIS ST. - 0.1 mile

12.118. West bound from Funquest to Sycamore = .1 mile

SYCAMORE - 3.3 miles

- 12.119. South bound from Harris to South St. = .1 mile
- 12.120. North bound from Mini-storage to South St. = .3 miles
- 12.121. South bound from U.S. 72 to Shelby Dr. = 1.2 miles
- 12.122. North bound from Sycamore school to Shelby Dr. = .5 miles
- 12.123. North bound from Shelby Dr. to U.S. 72 = 1.2 miles

SHELBY DR. - 4.4 miles

- 12.124. East bound from Byhalia to Progress Rd. = 2.3 miles
- 12.125. West bound from Progress to Deep Woods = 2.1 miles

MT. PLEASANT - 3.7 miles

- 12.126. North bound from Shelby Dr. to 72 = .7 miles
- 12.127. South bound from 72 to Shelby Dr. = .7 miles
- 12.128. South bound from Poplar to Washington = .2 miles
- 12.129. North bound from Washington to Poplar = .2 miles
- 12.130. South bound from Cemetery to Progress = .9 miles
- 12.131. North bound from Progress to Keough = 1 mile

BURROWS - 0.2 miles

- 12.132. East bound from Peterson Lake to STOP sign = .2 miles

WASHINGTON - 0.9 miles

- 12.133. West bound from Progress to SEGA Gymnastics = .2 miles
- 12.134. East bound from SEGA to Progress = .2 miles
- 12.135. West bound from SEGA to Eastley = .1 miles
- 12.136. West bound from 296 to Funeral Home = .2 miles
- 12.137. East bound from Wilson Furniture to Jolly Roofing = .2 miles

EASTLEY - 0.2 miles

- 12.138. North bound from Washington to Poplar = .2 miles

HALLEY - 0.7 miles

- 12.139. East bound from Mt. Pleasant to 323 = .2 miles
- 12.140. West bound from Dead End to Mt. Pleasant = .5 miles

QUINN 1.1 miles

- 12.141. South bound from 597 to Walton Lake Apts. = .4 miles
- 12.142. North bound from Walton Lake Apts. to Cemetery = .7 miles

U.S. 72 – 4.4 miles

- 12.143. West bound from Piperton to Collierville Stockyard = 1.4 miles

- 12.144. West bound from Motel to Distribution Pkwy. = .2 miles
- 12.145. West bound from Sycamore to 378 = .2 miles
- 12.146. West bound from Collierville Motors to Poplar = .3 miles
- 12.147. East bound from Poplar to Burkman Dr. = .4 miles
- 12.148. East bound from Ripley Oaks to TSC = .5 miles
- 12.149. East bound from Quinn to Piperton town line to include medians East of 385 = 1.4 miles

POPLAR AVENUE - 2.5 miles

- 12.150. West bound from Bray Station to Physicians Building = .2 miles
- 12.151. West bound from Hospital to Beaver Run = .1 mile
- 12.152. West bound from Bailey Station to Food Mart = .3 mile
- 12.153. West bound from C.C Collections to Germantown = .2 mile
- 12.154. East bound from Germantown to Shea Rd. = 1.7 miles

HWY. 57 - 1.3 miles

- 12.155. East bound from Citgo to Fayette County = .7 mile
- 12.156. West bound from Fayette County to Steeple Chase = .3 mile
- 12.157. West bound from Bradford Estates to Shell = .3 mile

COLLIERVILLE RD. - 2.1 miles

- 12.158. West bound from Byhalia to 10910 = .5 mile
- 12.159. West bound from 10796 to Church = .3 mile
- 12.160. West bound from Gray's Crossing to Houston Levee = .5 mile
- 12.161. East bound from 10615 to Fleming = .1 mile
- 12.162. East bound from 10857 to Byhalia = .7 mile

FLEMING RD. - 1.6 miles

- 12.163. South bound from 4443 to Water Plant = .1 mile
- 12.164. South bound from Fleming Gardens to Holmes Rd. = .6 mile
- 12.165. North bound from Holmes to 4830 = .7 mile
- 12.166. North bound from Shelby Dr. to Radio Station = .2 mile

SHELBY DR - 3.1 miles

- 12.167. West bound from town line to Korean Baptist church = .7 miles.
- 12.168. West bound from Barkley Square to Forrester Hill = .25 miles.
- 12.169. East bound from Shell to Cross rd. church = .25 miles.
- 12.170. East bound from Korean Baptist church to town line = .7 miles
- 12.171. East bound from Fleming to Shelby Post = .5 miles
- 12.172. East bound from Shelby Post to Snowden Farms = .2 miles
- 12.173. West bound Byhalia to 11100 = .25 miles
- 12.174. West bound 10830 to Fleming = .25 miles

FOREST HILL - 1.7 miles

- 12.175. South bound from Shelby Dr. to Forest Meadow = .2 miles
- 12.176. South bound from Holmes to 5249 = 250ft.
- 12.177. South bound 5359 to Post Oak lane = .1 miles.
- 12.178. South bound Property line to Fair Meadows Farm = .4 miles.
- 12.179. North bound 5600 to fire hydrant = .05 miles
- 12.180. North bound 5490 to 5406 = .15 miles
- 12.181. North bound speed limit sign to Holmes = .3 miles

- 12.182. North bound Holmes Rd. to Forrest Hill Estates = .1 miles
- 12.183. North bound 5010 to Forrest Shadows = .3 miles
- 12.184. North bound Forrest Shadows to shell = .1 miles

REYNOLDS RD - 1.8 miles

- 12.185. South bound from Shelby Dr. to 4952 = .5 miles
- 12.186. South bound from 4986 to Holmes = .5 miles
- 12.187. North bound from Holmes to 1st house = .1 miles
- 12.188. North bound 5030 to Shelby Dr. = .7 miles

HOLMES - 6.0 miles

- 12.189. West bound Byhalia to Rowen Oak = 1.7 miles
- 12.190.** West bound Rowen Oak to end of bridge guard rail = .4 miles
- 12.191. West bound Reynolds to Puppy Corral = .2 miles
- 12.192. West bound Center Hill to 9260 = .7 miles
- 12.193. West bound 9150 to Forrest Hill = .1 miles
- 12.194. East bound Abundant Grace to Center Hill = .7 miles
- 12.195. East bound bridge guard rail to Byhalia = 2.2 miles

CENTER HILL - 1.3 miles

- 12.196. South bound Holmes to 5441 = .45 miles
- 12.197. South bound 5535 to Stateline = .25 miles
- 12.198. North bound Stateline to last house = .6 miles

FLEMING - 1.0 miles

- 12.199. South bound Holmes to 5441 = .5 miles
- 12.200. North bound Dead end to Holmes = .5 miles

13. INVOICING

- 13.1. Invoices shall be submitted following each weed control treatment. Invoices shall indicate (itemize) the areas that were treated. Contractor may charge only for the areas that were actually treated.
- 13.2. Invoices to Accounts Payable 500 Poplar View Parkway, Collierville, TN 38017

14. REFERENCES

- 14.1. 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.

15. ADDITIONAL INFORMATION

- 15.1. Technical and general contracted questions relating to this solicitation shall be submitted in writing to Mandy Bajusz, Office of Purchasing, fax number (901) 457-2258 or email tocpurchasing@ci.collierville.tn.us.
- 15.2. 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 a separate contact for technical information, bidders are cautioned that any written or oral representations 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 Mandy Bajusz, Office of Purchasing, in writing at fax number (901) 457-2258 or by email at tocpurchasing@ci.collierville.tn.us.

SEALED BID No. TC2015-36
DUE DATE: 11-05-2015



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

SECTION IV

BID RESPONSE FORM



BID RESPONSE FORM

Stan Joyner
Mayor

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

James H. Lewellen
Town Administrator

Derek Honeycutt
Director of General Services

POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM

BID NO.: TC2015-36

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE **THURSDAY, NOVEMBER 5, 2015, 2:00:00 P.M. (LOCAL TIME)** IN THE OFFICE OF THE GENERAL SERVICES MANAGER, 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.

ITEM	DESCRIPTION	NUMBER OF APPLICATIONS PER YEAR	PRICE PER APPLICATION	TOTAL AMOUNT
12.01	Town Hall: All fine cut areas starting at the entrance extending to the trail on the south side of lake.			
12.02	Library: All fine cut areas and Flicker’s Nest Median.			
12.03	H.W. Cox Park: Entire Park.			
12.04	W.C. Johnson East Complex: Entire Park.			
12.05	W.C. Johnson West Complex: All area inside fence of athletic fields; fifteen feet around outside of fence; and entire park area from Byhalia Road to Baseball Complex entrance.			
12.06	Tom Brooks Park: Entire Park.			
12.07	Police Complex: Entire Complex.			
12.08	Public Services Complex: All fine cut area around public service building including grass along sidewalk going to shop; fine cut road frontage going east to Progress Road.			
12.09	Nikki McCray Park: Entire Park.			
12.10	Northwest Wastewater Treatment Plant: Fine cut area in front and around solid waste building; fine cut area along entrance road.			
12.11	Shelton Road Treatment Plant: Fine cut area around solid waste building.			
12.12	Progress Road Soccer Complex: Entire Complex			
12.13	Suggs Park: Entire Park			
12.14	Bess Crawford Morton Museum/ White Church			
12.15	School Administration and University of Memphis Collierville Campus – (Poplar & Walnut)			
12.16	Shelby Drive Practice Complex			
12.17	Queen Oaks Water Retention Basin			
TOTAL				

<u>IRRIGATED MEDIANS</u>				
12.18	Winchester Medians: Byhalia Rd – West to Town Line (15 medians totaling 8,613') excluding Shilling Farms medians			
12.19	Bailey Station Medians: Poplar – Houston Levee (6 medians totaling 3,934').			
12.20	Wolf River Blvd, Medians: Ambrose Grove to Still Wind Ln. – (5 medians totaling 3,832')			
12.21	Hwy 72 medians from Poplar south to Quinn (14 medians totaling 5,891ft)			
		TOTAL IRRIGATED MEDIANS		
<u>ISLANDS</u>				
12.22	Islands at U.S. 72 and Shelby Drive: .13 acres			
12.23	Islands at U.S. 72 and 385: 1.06 acres			
12.24	Islands at Byhalia Road and 385: .41 acres			
12.25	Islands at Houston Levee and 385: 1.07 acres			
		TOTAL ISLANDS		
<u>FIRE STATIONS</u>				
12.26	Fire Administration			
12.27	Fire Station #2			
12.28	Fire Station #3			
12.29	Fire Station #4			
12.30	Fire Station #5			
		TOTAL FIRE STATIONS		
<u>SCHOOLS</u>				
12.31	Crosswind Elementary – 2.7 acres			
12.32	Sycamore – 6.7 acres			
12.33	Bailey Station – 2.35 acres			
12.34	Schilling Middle – 2.07 acres			
12.35	Tara Oaks – 8.05 acres			
12.36	Collierville Elementary – 4.04 acres			
12.37	Collierville Middle – 8.01 acres			
12.38	Collierville High – 6.12 acres			
		TOTAL SCHOOLS		
<u>RIGHT OF WAY</u>				
	<u>WOLF RIVER BLVD - 3.8 miles</u>			
12.39	West bound from Shelton Rd. to Byhalia = .5 miles.			
12.40	East bound from Byhalia to Shelton = .5 miles.			
12.41	West bound from Church to St. George's school = 1 mile.			
12.42	East bound from Almadale Farms to Wellington Farms = 1.8 miles			
		TOTAL ROW WOLF RIVER BLVD		

-	<u>HOUSTON LEVEE - 7.9 miles</u>			
12.43	South bound from 2491 to Frank Rd. = .8 miles.			
12.44	South bound from Frank Rd. to Landers Ford = 1 mile.			
12.45	South bound from Winchester to Bill Heard = 1.7 miles.			
12.46	North bound from 385 to Bailey Station = .5 miles.			
12.47	North bound from Bailey Station to Winchester = 1.3 miles.			
12.48	North bound from Landers to Covenant Church = .5 miles.			
12.49	North bound from Halle Plantation to S. Houston Way = 1 miles.			
12.50	North bound from St. George's to Wolf River = .4 miles.			
12.51	South bound from Wolf River to Trust One Bank = .7 miles.			
TOTAL ROW HOUSTON LEVEE				
-	<u>WINCHESTER - 2.4 miles</u>			
12.52	West bound from U of M to Schilling Farms = .2 miles			
12.53	East bound from Schilling Farms to Byhalia = .4 miles.			
11.54	West bound from Peyton Pkwy. to Bailey Station = .3 miles.			
12.55	West bound from Kroger to G' town line = .2 miles			
12.56	East bound from Germantown line to H. Levee = .4 miles			
12.57	East bound from H. Levee to Central Church = .2 miles			
12.58	East bound from Bailey Station to Schilling Farms = .7 miles.			
TOTAL ROW WINCHESTER				
-	<u>PINKSTON PKWY - 0.2 miles</u>			
12.59	West bound from The Village to Bailey Station = .2 miles.			
TOTAL ROW PINKSTON PKWY				
-	<u>BAILEY STATION - 1.9 miles</u>			
12.60	North bound from Pinkston to Poplar = .2 miles			
12.61	South bound from Dead End to Poplar = .6 miles			
12.62	South bound from Poplar to Pinkston = .2 miles.			
12.63	South bound from Bailey Creek Apts. to H. Levee = .6 miles.			
12.64	North bound from H. Levee to Fed Ex = .1 miles.			
12.65	North bound from Fed Ex to 3844 = .2 miles.			
TOTAL ROW BAILEY STATION				
-	<u>BYHALIA – 4.3 miles</u>			
12.66	South bound from Regions to Zaxby's = .1 miles.			

12.67	South bound from Bumpus to South Ridge = 1.2 miles.			
12.68	South bound from South Ridge to Holmes = .3 miles			
12.69	North bound from Holmes to Estanaula = .1 miles			
12.70	North bound from Winding Ridge to Shelby Dr. = .2 miles			
12.71	North bound from 698 to Pepsi = 1 mile.			
12.72	North bound from Maynard Way to Polo Run = .5 miles.			
12.73	North bound from Shelton to Wolf River Blvd. = .6 miles.			
12.74	North bound from Wolf River Blvd. to Shelton = .3 miles.			
TOTAL ROW BYHALIA				
	<u>COWAN - 0.7 miles</u>			
12.75	East and west bound from South Rowlett to Byhalia = .7 miles			
TOTAL ROW COWAN				
	<u>FRANK RD - 2.2 miles</u>			
12.76	West bound from Bray Station to H. Levee = 1.4 miles			
12.77	East bound from Houston Downs to Bray Station = .8 miles			
TOTAL ROW FRANK RD				
	<u>SHEA RD - 1.8 miles</u>			
12.78	South bound from Frank to Shea Woods = .9 miles.			
12.79	North bound from Shea woods to frank = .9 miles.			
TOTAL ROW SHEA RD				
	<u>BRAY STATION - 0.6 miles</u>			
12.80	South bound from 655 to DuBray = .4 miles			
12.81	South bound from DuBray to Poplar = .2 miles			
TOTAL ROW BRAY STATION				
	<u>SHELTON - 1.8 miles</u>			
12.82	West bound from Wellington Ridge to Bray Station = .2 miles			
12.83	East bound from Bray Station to Wellington Ridge = .4 miles			
12.84	East bound from Peterson Lake to 205 = .8 miles			
12.85	West bound from Verlington to Byhalia = .4 miles			
TOTAL ROW SHELTON				
	<u>OLD BYHALIA - 0.2 miles</u>			
12.86	North bound from Hancock Fabric to Maynard Way = .2 miles			
TOTAL ROW OLD BYHALIA				
	<u>MAYNARD WAY - 1.1 miles</u>			

12.87	East bound from Old Byhalia to Poplar = .4 miles			
12.88	West Bound from Poplar to Byhalia = .7 miles			
TOTAL ROW MAYNARD WAY				
	<u>MARKET BLVD - 0.4 miles</u>			
12.89	East bound from Medical Center to Faith Lutheran = .4 miles			
TOTAL ROW MARKET BLVD				
	<u>CIVIC CENTER - 0.3 miles</u>			
12.90	West bound from Self-storage to Halle Park = .1 miles			
12.91	East bound from Orchard Apts. to Market = .2 miles			
TOTAL ROW CIVIC CENTER				
	<u>WHITE RD. - 0.3 miles</u>			
12.92	East bound from 573 to Dove Valley = .3 miles			
TOTAL ROW WHITE RD				
	<u>PETERSON LAKE - 0.4 miles</u>			
12.93	North bound from Bancroft to Baptist Church = .2 miles			
12.94	North bound from Cottonwood to Shelton = .2 miles			
TOTAL ROW PETERSON LAKE				
	<u>COLLIERVILLE-ARLINGTON (S.R.205) - 1.7 miles</u>			
12.95	North bound from Shelton to Wolf River = .5 miles			
12.96	South bound from Wolf River to Ashton Woods = .7 miles			
12.97	North bound from Fletcher to Little Oak Ln. = .2 miles			
12.98	North bound from Tara Oaks to Ashton Woods = .3 miles			
TOTAL ROW COLLIERVILLE-ARLINGTON				
	<u>HARPER'S FERRY - 0.2 miles</u>			
12.99	East bound to Tara Oaks = .1 mile			
12.100	West bound to Collierville-Arlington = .1 mile			
TOTAL ROW HARPER'S FERRY				
	<u>TARA OAKS - 0.1 mile</u>			
12.101	West bound to Collierville-Arlington = .1 mile			
TOTAL ROW TARA OAKS				
	<u>PROGRESS RD - 2.6 mile</u>			
12.102	South bound from 57 to R.R. crossing = .2 mile			
12.103	North bound from R.R crossing to 57 = .2 mile			
12.104	South bound from Keough to Shelby Dr. = 1 mile			
12.105	North bound from Shelby Dr. to Keough = 1 mile			

12.106	North bound from Keough to South St. = .2 mile			
TOTAL ROW PROGRESS RD				
	<u>SOUTH ST. - 0.4 miles</u>			
12.107	East bound from Moore to Progress = .3 mile			
12.108	West bound across from Bodine = .1 mile			
TOTAL ROW SOUTH ST				
	<u>MOORE LN. - 0.1 mile</u>			
12.109	North bound from Germantown Pest Control to South St. = .1 mile			
TOTAL ROW MOORE				
	<u>KEOUGH - 1.4 miles</u>			
12.110	East bound from Mt. Olive to Piperton = .9 mile			
12.111	West bound from Central Woodworks to 650 = .1 mile			
12.112	West bound from Dispatch to Mt. Olive = .4 mile			
TOTAL ROW KEOUGH				
	<u>NORTH ROWLETT - 1.1 miles</u>			
12.113	East bound from Abbington to Police Station = .8 mile			
12.114	West bound from 260 to trailer park = .3 mile			
TOTAL ROW NORTH ROWLETT				
	<u>SOUTH ROWLETT - 1.5 miles</u>			
12.115	East bound from Collierville Pet Hospital to Cowan = .1 mile			
12.116	West bound from Main St. to Byhalia = 1.4 miles			
TOTAL ROW SOUTH ROWLETT				
	<u>WEST ST. - 0.2 miles</u>			
12.117	North bound from Sunflower to South Rowlett = .2 miles			
TOTAL ROW WSET ST				
	<u>HARRIS ST. - 0.1 mile</u>			
12.118	West bound from Funquest to Sycamore = .1 mile			
TOTAL ROW HARRIS ST				
	<u>SYCAMORE - 3.3 miles</u>			
12.119	South bound from Harris to South St. = .1 mile			
12.120	North bound from Mini-storage to South St. = .3 miles			
12.121	South bound from U.S. 72 to Shelby Dr. = 1.2 miles			
12.122	North bound from Sycamore school to Shelby Dr. = .5 miles			
12.123	North bound from Shelby Dr. to U.S. 72 = 1.2 miles			
TOTAL ROW SYCAMORE				
	<u>SHELBY DR. - 4.4 miles</u>			

12.124	East bound from Byhalia to Progress Rd. = 2.3 miles			
12.125	West bound from Progress to Deep Woods = 2.1 miles			
TOTAL ROW SHELBY DR				
	<u>MT. PLEASANT - 3.7 miles</u>			
12.126	North bound from Shelby Dr. to 72 = .7 miles			
12.127	South bound from 72 to Shelby Dr. = .7 miles			
12.128	South bound from Poplar to Washington = .2 miles			
12.129	North bound from Washington to Poplar = .2 miles			
12.130	South bound from Cemetery to Progress = .9 miles			
12.131	North bound from Progress to Keough = 1 mile			
TOTAL ROW MT PLEASANT				
	<u>BURROWS - 0.2 miles</u>			
12.132	East bound from Peterson Lake to STOP sign = .2 miles			
TOTAL ROW BURROWS				
	<u>WASHINGTON - 0.9 miles</u>			
12.133	West bound from Progress to SEGA Gymnastics = .2 miles			
12.134	East bound from SEGA to Progress = .2 miles			
12.135	West bound from SEGA to Eastley = .1 miles			
12.136	West bound from 296 to Funeral Home = .2 miles			
12.137	East bound from Wilson Furniture to Jolly Roofing = .2 miles			
TOTAL ROW WASHINGTON				
	<u>EASTLEY - 0.2 miles</u>			
12.138	North bound from Washington to Poplar = .2 miles			
TOTAL ROW EASTLEY				
	<u>HALLEY - 0.7 miles</u>			
12.139	East bound from Mt. Pleasant to 323 = .2 miles			
12.140	West bound from Dead End to Mt. Pleasant = .5 miles			
TOTAL ROW HALLEY				
	<u>QUINN 1.1 miles</u>			
12.141	South bound from 597 to Walton Lake Apts. = .4 miles			
12.142	North bound from Walton Lake Apts. to Cemetery = .7 miles			
TOTAL ROW QUINN				
	<u>U.S. 72 – 4.4 miles</u>			
12.143	West bound from Piperton to Collierville Stockyard = 1.4 miles			

12.144	West bound from Motel to Distribution Pkwy. = .2 miles			
12.145	West bound from Sycamore to 378 = .2 miles			
12.146	West bound from Collierville Motors to Poplar = .3 miles			
12.147	East bound from Poplar to Burkman Dr. = .4 miles			
12.148	East bound from Ripley Oaks to TSC = .5 miles			
12.149	East bound from Quinn to Piperton Line to include medians East of 385 = 1.4 miles			
TOTAL ROW U.S. 72				
	<u>POPLAR AVENUE - 2.5 miles</u>			
12.150	West bound from Bray Station to Physicians Building = .2 mile			
12.151	West bound from Hospital to Beaver Run = .1 mile			
12.152	West bound from Bailey Station to Food Mart = .3 mile			
12.153	West bound from C.C Collections to Germantown = .2 mile			
12.154	East bound from Germantown to Shea Rd. = 1.7 miles			
TOTAL ROW POPLAR AVENUE				
	<u>HWY. 57 - 1.3 miles</u>			
12.155	East bound from Citgo to Fayette County = .7 mile			
12.156	West bound from Fayette County to Steeple Chase = .3 mile			
12.157	West bound from Bradford Estates to Shell = .3 mile			
TOTAL ROW HWY 57				
	<u>COLLIERVILLE RD. - 2.1 miles</u>			
12.158	West bound from Byhalia to 10910 = .5 mile			
12.159	West bound from 10796 to Church = .3 mile			
12.160	West bound from Gray's Crossing to Houston Levee = .5 mile			
12.161	East bound from 10615 to Fleming = .1 mile			
12.162	East bound from 10857 to Byhalia = .7 mile			
TOTAL ROW COLLIERVILLE RD				
	<u>FLEMING RD. - 1.6 miles</u>			
12.163	South bound from 4443 to Water Plant = .1 mile			
12.164	South bound from Fleming Gardens to Holmes Rd. = .6 mile			
12.165	North bound from Holmes to 4830 = .7 mile			
12.166	North bound from Shelby Dr. to Radio Station = .2 mile			
TOTAL ROW FLEMING RD				
	<u>Shelby Drive - 3.1 miles</u>			

12.167	West bound from town line to Korean Baptist church = .7 miles.			
12.168	West bound from Barkley Square to Forrest Hill = .25 miles.			
12.169	East bound from Shell to Cross rd. church = .25 miles.			
12.170	East bound from Korean Baptist church to town line = .7 miles			
12.171	East bound from Fleming to Shelby Post = .5 miles			
12.172	East bound from Shelby Post to Snowden Farms = .2 miles			
12.173	West bound Byhalia to 11100 = .25 miles			
12.174	West bound 10830 to Fleming = .25 miles			
TOTAL ROW SHELBY DRIVE				
	<u>Forrest Hill - 1.7 miles</u>			
12.175	South bound from Shelby Dr. to Forrest Meadow = .2 miles			
12.176	South bound from Holmes to 5249 = 250ft.			
12.177	South bound 5359 to Post Oak lane = .1 miles.			
12.178	South bound Property line to Fair Meadows Farm = .4 miles.			
12.179	North bound 5600 to fire hydrant = .05 miles			
12.180	North bound 5490 to 5406 = .15 miles			
12.181	North bound speed limit sign to Holmes = .3 miles			
12.182	North bound Holmes Rd. to Forrest Hill Estates = .1 miles			
12.183	North bound 5010 to Forrest Shadows = .3 miles			
12.184	North bound Forrest Shadows to shell = .1 miles			
TOTAL ROW FORREST HILL				
	<u>Reynolds Rd - 1.8 miles</u>			
12.185	South bound from Shelby Dr. to 4952 = .5 miles			
12.186	South bound from 4986 to Holmes = .5 miles			
12.187	North bound from Holmes to 1 st house = .1 miles			
12.188	North bound 5030 to Shelby Dr. = .7 miles			
TOTAL ROW REYNOLDS RD				
	<u>Holmes - 6.0 miles</u>			
12.189	West bound Byhalia to Rowen Oak = 1.7 miles			
12.190	West bound Rowen Oak to end of bridge guard rail = .4 miles			
12.191	West bound Reynolds to Puppy Corral = .2 miles			
12.192	West bound Center Hill to 9260 = .7 miles			

12.193	West bound 9150 to Forrest Hill = .1 miles			
12.194	East bound Abundant Grace to Center Hill = .7 miles			
12.195	East bound bridge guard rail to Byhalia = 2.2 miles			
TOTAL ROW HOLMES				
	<u>Center Hill - 1.3 miles</u>			
12.196	South bound Holmes to 5441 = .45 miles			
12.197	South bound 5535 to Stateline = .25 miles			
12.198	North bound Stateline to last house = .6 miles			
TOTAL ROW CENTER HILL RD				
	<u>Fleming - 1.0 miles</u>			
12.199	South bound Holmes to 5441 = .5 miles			
12.200	North bound Dead end to Holmes = .5 miles			
TOTAL ROW FLEMING				

LUMP SUM GRAND TOTAL	\$.
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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 ____%.

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. TC201536
DUE DATE: 11-05-2015



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. TC2015-36
DUE DATE: 11-05-2015



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**

Vendor List**TC2015-36 “Chemical Weed Control”****Commodity Code: 988-89**

Herbi –Systems
Lee Barclay
7551 Bartlett Corporate Cove. E.
Bartlett, TN 38133
Email: lbarclay@herbi-systems.com
P: (901) 382-5296
F: (901) 385-7111

McLain Landscape & Lawn
Randy McLain
229 E. Pecan Valley
Collierville, TN 38017
Email: mcclainlandscape@gmail.com
P: (901) 337-6605

NaturChem
Tracy Bracewell
2518 Plum Street
Nashville, TN 37207
Email: tbracewell@naturchem.net
P: (615) 228-5440
F: (615) 228-5103

Valley Crest
Jeremy Gilliam
5345 E. Holmes Road
Memphis, TN 38118
Email: jgilliam@valleycrest.com
P: (901) 794-8200
F: (901) 794-4203

Southern Spray Company
Chris Harty
3765 Homewood Road
Memphis, TN 38118
Email: chris@southernspray.com
P: (901) 363-4797
F: (901) 363-7285

Chandler’s Lawn Service
David Chandler
4091 Sandidge Rd Ext
Olive Branch, MS 38654
Email: chandlerslawn@aol.com
P: (662) 895-4110
F: (662) 893-5089

Greenkeeper Lawn & Landscape
Bobby Hudson
686 Commerce Pkwy
Collierville, TN 38017
Email: greenkeeperlawns@live.com
P: (901) 861-2338
F: (901) 853-6337

Metro Turf, Inc.
Clay Barkley
1202 Tararidge
Collierville, TN 38017
Email: cbark9@yahoo.com
P: (901) 541-5412

Greenpro Landscapes, LLC
Kevin James
9847 Stewart Road
Lakeland, TN 38002
Email: cherrypoint@bigriver.net
P: (901) 756-1300
F: (901) 829-2284

Mercier’s, Inc.
Brian Alexander
2393 County Road 1
South Point, OH 45680
Email: balexander@merciers.com
P: (740)377-9914
F: (740)377-9916

Bartlett Lawn Service
Jimmy Smith
4527 Airline Road
Arlington, TN 38002
Email: jessmith21@gmail.com
P: (901)867-0333
F: (901)867-2999

B&M Lawn Service
Matthew Kirk
7434 Third Rd
Bartlett, TN 38135
Email: mmk323@gmail.com
P: (901)337-3735

SEALED BID No. TC2015-36
DUE DATE: 11-05-2015



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. TC2015-36

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. TC2015-36
DUE DATE: 11-05-2015**



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

SECTION VIII

CONTRACT FOR SERVICES AND/OR PRODUCTS

CONTRACT FOR SERVICES AND/OR PRODUCTS

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein “**Contract**”) is made and entered into this ____ day of _____ 2015 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 of chemical weed control 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. TC2015-36 Chemical Weed Control (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 January 1, 2016 and ending on December 31, 2016. 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 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. TC2015-36

EXHIBIT "B"

CONTRACTOR'S Bid