



TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
MEMORANDUM



TO: QUALIFIED VENDORS
FROM: CELIA ROSSER, SR. PROCUREMENT SPECIALIST
SUBJECT: QUOTE # 1498
DATE: JANUARY 17, 2018
CC: FILE

NOTICE TO VENDORS

The Town of Collierville General Services Department is requesting quotes on the following items:

QUOTE # 1498 "MOWING SERVICES – FIREHOUSES"

All quotes shall be received by 12:00 p.m. (noon – local time) on Friday, February 2, 2018. Quotes may be submitted by mail, courier, email tocpurchasing@ci.collierville.tn.us or fax (901) 457-2258.

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

The Town is not responsible for delays occasioned by the U.S. Postal Service or any other means of delivery employed by the Vendor. Similarly, the Town is not responsible for, and may not accept, any quote responses that are received later than the date and time stated above.

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

Any matter of this quote that requires explanation or interpretation must be inquired into by the Contractor/Vendor in writing at least 48 hours (excluding weekends and holidays) prior to the time set for the Quote Receipt. Fax or email all questions to Celia Rosser, Sr. Procurement Specialist, in the General Services Department at tocpurchasing@ci.collierville.tn.us or (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.

Wherever requested throughout this document, a company representative who is authorized to bind the Contractor/Vendor will sign on behalf of the company to indicate to the Town that you have read, understand and will comply with the instructions and all Terms and Conditions attached hereto.

Respectfully,
Derek Honeycutt
Director of General Services

Town of Collierville, Tennessee
INVITATION TO QUOTE
This is not an Order

DATE: January 17, 2018

QUOTE No.: 1498 – MOWING SERVICES – FIREHOUSES

RETURN QUOTE BY FAX, MAIL OR COURIER TO:

CELIA ROSSER, SR. PROCUREMENT SPECIALIST
Town of Collierville General Services Department
500 Poplar View Parkway, Collierville, TN 38017
(901) 457-2250, Fax (901) 457-2258

REPLY NO LATER THAN: Friday, February 2, 2018 by 12:00 p.m. (noon)

SPECIAL TERMS AND CONDITIONS:

The Town of Collierville is soliciting quotes for mowing services, with the intent to secure a one (1) year contract with the option to renew for four (4) additional one-year periods for a total of five years. This will include grass cutting, trimming, edging, blowing, leaf removal and trash removal as required by the Town of Collierville Fire Department (CFD).

1. TOWN PREMISES MOWING SCOPE:

Contractor is to check comply or give a brief explanation of the exception taken.

1.1. Required Services

1.1.1. The awarded Contractor shall diligently pursue the course of all work set out herein until completed. Upon completion of the work, the CFD Representative will perform an inspection. Should the completed work not receive the approval of the CFD Representative, additional work shall be performed until it does pass inspection. All workmanship shall be of the highest quality. **SUBSTANDARD WORK WILL BE REJECTED.**
Comply: _____ Exception: _____

1.1.2. The awarded Contractor shall submit a detailed mowing plan for approval, delineating the days, weeks, etc. for completion of specific tasks at specific locations as specified in this proposal.
Comply: _____ Exception: _____

1.1.3. The CFD Representative shall decide when the mowing season will start and end.
Comply: _____ Exception: _____

1.2. Mowing

1.2.1. Prior to start of each cutting, the awarded Contractor shall inspect the area to be mowed for large debris or litter that will interfere with the mowing process. Contractor shall pick up and remove litter. Contractor must not mow over litter.

Comply: _____ Exception: _____

1.2.2. Contractor MUST NOT turn off or adjust irrigation system.

Comply: _____ Exception: _____

1.2.3. Any damage to irrigation must be reported immediately to the designated CFD representative.

Comply: _____ Exception: _____

1.2.4. The Town reserves the right to skip a mowing or bush hogging cycle up to three (3) times per year.

Comply: _____ Exception: _____

1.2.5. All concrete and street areas must be free of clippings. Clippings must be blown into grass areas or removed. DO NOT blow clippings into storm drains.

Comply: _____ Exception: _____

1.2.6. The awarded Contractor shall mow within approximately 12" of any obstruction (tree rings, signs, fences, etc...) in the right-of-way, unless specifically waived by the CFD representative.

Comply: _____ Exception: _____

1.2.6.1. Any damage to utilities, signs, etc., shall be reported by the awarded Contractor in writing, within 24 hours, to the designated CFD representative.

Comply: _____ Exception: _____

1.2.6.2. The awarded Contractor shall make all reasonable efforts not to damage the mulch tree rings. If damage to mulch rings does occur, repairs must be made within one mowing cycle.

Comply: _____ Exception: _____

1.2.6.2.1. If damages are minor and do not require an insurance claim, notification in writing to the designated CFD representative will be necessary.

Comply: _____ Exception: _____

1.2.7. The Town will not pay for mowing that is done at such a high rate of speed as to cause the grass to be torn or laid over.

Comply: _____ Exception: _____

1.2.8. High-speed "Pivot" turns that damage the turf are not allowed.

Comply: _____ Exception: _____

1.2.9. NO CHEMICAL USE under or around fences to kill grass (a retardant) may be used.

Comply: ____ Exception: _____

1.2.10. The fine cut areas shall be mowed on a seven (7) day cycle.

Comply: ____ Exception: _____

1.2.11. Sidewalks, bike paths and roadways shall be cleared of grass clumps (swept or blown) the same day the mowing is done.

Comply: ____ Exception: _____

1.2.12. The awarded contractor shall mow to a height no greater than 2.5".

Comply: ____ Exception: _____

1.3. Trimming and Edging

1.3.1. The designated CFD representative will be available to assist the contractor in designating the trimming and edging boundaries prior to work start-up.

Comply: ____ Exception: _____

1.3.2. The awarded Contractor shall edge and trim along all median curbs, roadway curbs, sidewalks, bike paths, barrier walls, tree rings, fences, walls, poles, pedestals and drainage structures. Clippings shall be cleaned off sidewalks, bike paths and pavement using blower type machines the same day the trimming is done.

Comply: ____ Exception: _____

1.3.2.1. Areas shall be blown free of debris toward vegetated areas.

Comply: ____ Exception: _____

1.3.3. String trimmers shall not be used around tree rings to protect trees from nicks or damage. Clippings shall be cleaned off sidewalks, bike paths and pavement using blower type machines the same day the trimming is done.

Comply: ____ Exception: _____

1.4. Debris Removal

1.4.1. The awarded Contractor shall be responsible for the removal of all litter and debris prior to mowing.

Comply: ____ Exception: _____

1.4.2. Contractor will remove all litter and debris including cigarette butts from all mowing areas. Curbs and gutters are to be cleared of clippings after each mowing.

Comply: ____ Exception: _____

1.4.3. Contractor shall maintain the Town’s present mowing standards.

Comply: ____ Exception: _____

1.4.4. Grass clippings or other debris must not be dumped on Town property.

Comply: ____ Exception: _____

1.5. Leaf Removal

1.5.1. Contractor shall remove leaves from the lawn and bedding areas of Firehouses #3, #4 and #5 twice a year, once during the month of November and once again in December. The CFD Representative will coordinate removal times with the Contractor.

Comply: Exception: _____

1.5.2. All leaves are to be disposed of properly by the Contractor.

Comply: Exception: _____

1.6. Material and Equipment

1.6.1. The awarded contractor shall be responsible for the complete performance of all work under this contract; for the methods, means and equipment used; and for furnishing all materials, tools, and apparatus of every description used in connection therewith.

Comply: Exception: _____

1.6.1.1. The awarded Contractor, at a minimum, must have various sizes of commercial type rotary lawn mowing equipment sufficient to perform the work. The equipment shall not cause excessive rutting or scalping of the grass.

Comply: Exception: _____

1.6.1.2. All equipment must be maintained in a safe operating condition.

Comply: Exception: _____

1.6.1.3. The awarded Contractor shall be responsible for damage caused by his equipment. Any damage must be repaired to the same or better condition.

Comply: Exception: _____

1.6.2. The bidder shall provide a list of equipment presently owned, which will be utilized for completion of each task. Include make, model, quantities, and age of item, as well as cutting width of mower(s).

Comply: Exception: _____

1.7. Hours of Operation

1.7.1. Due to security of the Town’s facilities, mowing shall be performed inside all fenced areas between the hours of 7:00 a.m. through 3:00 p.m. on Monday through Friday.

Comply: Exception: _____

1.7.2. Areas located outside fenced areas may be mowed between the hours of 7:00 a.m. through 7:00 p.m. on Monday through Friday.

Comply: Exception: _____

1.7.3. Absolutely no mowing services will be performed on Sundays.

Comply: Exception: _____

1.8. Locations

1.8.1. The Town may, at its sole discretion, add or delete sites at no change in the unit price of the work as long as the new sites are of similar nature and the total change per contract area does not increase or decrease the original contract area by more than 25%. The Town may, at its sole discretion, add new areas of dissimilar nature, based on a mutually agreed price, to be negotiated between the Contractor and the Town's Procurement Division.

1.8.1.1.1. The Town may add various plantings including flowers, shrubs and/or trees to the locations. Prices will not be increased or decreased due to these changes.

1.8.2. The following are locations/areas of the Town that are to receive mowing services. See Quote Form for expected quantity of mowing at each location.

1.8.2.1. **Location #1** – Fire House #2, 391 Old Byhalia Rd.

1.8.2.1.1. There is approximately 0.95 acres of mowing.

1.8.2.1.2. Area shall be mowed a minimum of every seven (7) days at a 2.5" mowing height.

1.8.2.1.3. All areas must be mowed and trimmed including inside fence.

1.8.2.2. **Location #2** – Fire House #3, 1241 Peterson Lake Rd.

1.8.2.2.1. There is approximately 0.75 acres of mowing.

1.8.2.2.2. Area shall be mowed a minimum of every seven (7) days at a 2.5" mowing height.

1.8.2.2.3. All areas must be mowed and trimmed including inside fence.

1.8.2.2.4. Leaves to be removed from this location twice a year.

1.8.2.3. **Location #3** – Fire House #4, 2823 Houston Levee Rd.

1.8.2.3.1. There is approximately one (1) acre of mowing.

1.8.2.3.2. Area shall be mowed a minimum of every seven (7) days at a 2.5" mowing height.

1.8.2.3.3. All areas must be mowed and trimmed including inside fence.

1.8.2.3.4. Leaves to be removed from this location twice a year.

1.8.2.4. **Location #4** – Fire House #5, 4280 S. Houston Levee Rd.

1.8.2.4.1. There is approximately 0.75 acres of mowing.

1.8.2.4.2. Area shall be mowed a minimum of every seven (7) days at a 2.5" mowing height.

1.8.2.4.3. All areas must be mowed and trimmed including inside fence.

1.8.2.4.4. Leaves to be removed from this location twice a year.

1.9. Billing

All billing must be itemized. Contractor shall charge only for area actually mowed.

Comply: _____ Exception: _____

1.10. Uninterrupted Service

When service is required by the Town, should Contractor’s equipment not be operational, Contractor shall be responsible for renting equipment similar to what is specified herein in order to maintain uninterrupted service to the Town. Any cost involved in the rental of equipment shall be at no additional charge to the Town of Collierville.

Comply: _____ Exception: _____

2. SUPERVISION AND SAFETY

2.1. Supervision

2.1.1. The awarded Contractor shall be responsible for the supervision and direction of the work performed by his employees and shall, at all times, provide a full time manager or crew leader on the premises to carry out that responsibility.

Comply: _____ Exception: _____

2.1.2. The manager or crew leader shall have the authority to act as agent for the awarded Contractor in his absence, and shall be fully qualified to implement the proposed specifications.

Comply: _____ Exception: _____

2.1.3. Contractor Personnel – Behavior

2.1.3.1. All Contractor personnel shall be courteous to the general public while performing services in or around the mowing area. Under no circumstances will Contractor personnel “hoot and holler” to patrons, or engage in suggestive comments, gestures or lascivious behavior while performing services.

2.2. Safety and Protection

2.2.1. The awarded Contractor shall be responsible for instructing his employees in all safety measures. All equipment used by the awarded Contractor shall be maintained in a safe operating condition.

Comply: _____ Exception: _____

2.2.2. The Contractor is responsible for training its employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and with the requirements of any other regulatory agency.

Comply: _____ Exception: _____

2.2.3. All work and equipment shall comply with OSHA standards.

Comply: _____ Exception: _____

2.2.4. The successful Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

Comply: _____ Exception: _____

2.2.5. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

Comply: _____ Exception: _____

2.2.6. The flow of vehicular traffic shall not be impeded at any time during the project. Contractor shall not block the egress of fire equipment.

Comply: _____ Exception: _____

2.2.7. The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape, and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles.

Comply: _____ Exception: _____

2.2.8. The safety of the public is of prime concern to the Town and all costs associated are the responsibility of the contractor.

Comply: _____ Exception: _____

2.2.9. The Contractor shall ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.

Comply: _____ Exception: _____

2.2.10. All buildings, appurtenances, and furnishings shall be protected by the Contractor from damage, which might be done or caused by work performed under this contract.

Comply: _____ Exception: _____

2.3. Equipment

2.3.1. At all times equipment shall be free from defects or wear which may in any way constitute a hazard to any person or persons on Town property.

Comply: _____ Exception: _____

2.3.2. All employees shall wear proper personal protective equipment while working on the Town premises.

Comply: _____ Exception: _____

2.3.3. All electrical equipment shall be properly grounded.

Comply: ____ Exception: _____

2.3.4. All lawn mowers are required to have their “clutches” intact and down during any mowing unless clippings are being bagged.

Comply: ____ Exception: _____

2.3.5. All safety guards and switches original to the mowing equipment must be intact and in working condition.

Comply: ____ Exception: _____

2.4. Accidents

2.4.1. The awarded Contractor will report to the Town’s designated representative any and all accidents involving any property damage or personal injury immediately following said accident or discovery of accident damage.

Comply: ____ Exception: _____

2.4.2. The Town shall be indemnified and held harmless for each accident.

Comply: ____ Exception: _____

2.5. Damage to Town/Other Property

2.5.1. The Contractor shall be responsible for damage to any public or private property, facilities, or structures damaged as a result of his/her operations. The Contractor shall notify the CFD Representative of any damage that results from his/her operations on the day of he/she first notices such damage.

Comply: ____ Exception: _____

2.5.2. The CFD Representative will determine the nature and extent of contractor’s damage, and will decide the time frame, method of repair or replacement, or monetary restitution.

Comply: ____ Exception: _____

2.5.3. The Town may deduct the total cost of damages from any amount owed the Contractor from the sum to be paid for mowing.

Comply: ____ Exception: _____

2.5.4. The Contractor shall also notify the CFD Representative immediately of any damages or safety concerns its personnel notices when mowing.

Comply: ____ Exception: _____

3. PRICING

3.1. Fuel Price Adjustment

Fuel price adjustments are permitted for this contract at the time of renewal. Documented proof of cost increase must be submitted by the awarded Contractor at the time of renewal.

- 3.2. Prices bid shall remain firm for a period of twelve (12) months. At the end of this period, if necessary, the successful Contractor may request a price increase. Such increase shall be based solely upon increased prices to the Contractor. Contractor shall submit proof of increase in its request to the Town.
 - 3.2.1. The Town may accept or decline the proposed increase. If the decision is made to decline the requested increase, the Contractor may:
 - 3.2.1.1. Continue the contract as is;
 - 3.2.1.2. Submit a revised price increase request for consideration; or
 - 3.2.1.3. Request not to renew the contract
4. CONTRACT DURATION:
 - 4.1. The Town intends to enter into a contract with an effective period of one (1) year.
 - 4.2. The Town reserves the right to extend this Contract for four (4) additional one-year periods, provided that the Town notifies the Contractor in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. An extension of the term of this Contract will be affected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the Town's maximum liability will also be affected through an amendment to the Contract and shall be based upon rates provided for in the original contract and proposal.
5. CLEANING
 - 5.1. The contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The contractor at their expense shall dispose of all surplus material, rubbish, and debris.
 - 5.2. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The Town is not responsible for theft or damage to the vendor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the project manager will be consulted.
6. QUALIFICATIONS OF BIDDER:
 - 6.1. All bidders must be financially stable and experienced and the Town will, among other things, consider such factors in determining to whom the bid shall be awarded.
 - 6.2. Bidder shall have a minimum of five (5) years commercial grass cutting experience.
 - 6.3. 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.

7. COOPERATION BY CONTRACTOR:

7.1. There shall be on the work site at all times a competent English speaking representative authorized to receive orders and act for the Contractor.

8. CONSTRUCTION TRAFFIC:

8.1. It shall be the duty of the Contractor to insure that vehicles belonging to the Contractor or his employees are parked in a safe and orderly manner away from roadway traffic.

9. EXAMINATION OF QUOTE DOCUMENTS AND SITES:

9.1. Before submitting a Quote, each Contractor must (a) examine the Quote 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 Contractor's observations with the Quote Documents.

10. INSURANCE:

10.1. Unless otherwise required by Special Conditions of this Invitation To Quote, if a contract is awarded, the bidder will be required to purchase and maintain during the life of the contract, Comprehensive General Liability insurance, Comprehensive Automobile Liability insurance, and Worker's Compensation insurance with limits of not less than those set forth in the contract included with this Invitation to Quote.

10.2. 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 before commencing work in connection with the contract.

10.3. 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.

10.4. 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 Quote, if a contractor is awarded, the bidder will be required to purchase and maintain during the life.

11. SUBMISSION OF QUOTE DOCUMENTS:

The Quote, with attachments, must be delivered to the Town of Collierville. The following items **SHALL** be returned with the Quote for consideration:

(1) Comply and Exception

- (2) **Quote Response Form**
- (3) **Reference Sheet**
- (4) **Equipment List, item 1.6.2.**
- (5) **Iran Divestment Act Affidavit (Page 12)**

The Town requires that all quote documents be submitted to the Town of Collierville General Services Department, 500 Poplar View Parkway, Collierville, TN 38017 no later than 12:00 P.M. (noon) (local time) on Friday, February 2, 2018.

12. IRAN DIVESTMENT ACT COMPLIANCE

The Iran Divestment Act of 2016, effective as of July 1, 2016, is codified at Tenn. Code Ann. § 12-12-101 *et seq.* The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the TOWN, from entering into contracts with persons or entities engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in Tenn. Code Ann. § 12-12-105, a person engages in investment activities in the energy sector of Iran if:

(1) The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(2) The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to § 12-12-106, as a person engaging in investment activities in Iran as described in this section.

This Act requires the State of Tennessee's chief procurement officer to publish on the State's web site a list of persons it determines engage in investment activities in Iran (the "Prohibited Entities List"). The initial list will be published within 120 days after the effective date of the Act (July 1, 2016).

Any BIDDER that is on the Prohibited Entities List will be ineligible to contract with the TOWN.

Pursuant to the Act, any BIDDER that attempts to contract with the TOWN must certify, at the time the bid is submitted, that the BIDDER is not identified on the Prohibited Entities List.

A bid shall not be considered for award, nor shall any award be made where the BIDDER fails to submit a signed and verified Bidder's Certification.

**BIDDER’S CERTIFICATION OF COMPLIANCE WITH
IRAN DIVESTMENT ACT**

Tenn. Code Ann. § 12-12-101 *et seq.*

Comes _____, for and on behalf of
(Printed name of Principal Officer of Company)

_____, (the “Company”) and, after being duly authorized by
the Company so to do, makes oath that:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and believe that each bidder is not on the list created pursuant to § 12-12-106.

Signature

Title: _____

Sworn to and subscribed before me, a Notary Public, this ____ day of _____, 20__.

Notary Public

My Commission Expires:

**TOWN OF COLLIERVILLE, GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TN 38017
PHONE: (901) 457-2250**

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

1.0 PREPARATION OF QUOTES:

- 1.1 **To assist in obtaining good competition on Invitations to Quote, each firm who has received an invitation, but does not wish to quote, is asked to complete and return the attached NO QUOTE REPLY FORM which is part of this section (Refer to page 6 of 6). This information will not preclude receipt of future invitations unless either request removal from the Vendors List or do not return either this form, or a bonafide quote.**

Repeated failure to comply 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 space on the form. Failure to do so may disqualify the quote.
- 1.3 All information shall be entered in ink or typewritten. Mistakes may be crossed out and correction inserted before submission of your quote. The person signing the quote shall initial correction in ink.
- 1.4 Correction and/or modifications received after the closing date specified will not be accepted.
- 1.5 Time of delivery shall be stated as the number of calendar days following receipt of the order by the successful vendor to receipt of the goods or services by the Town.
- 1.6 Time of delivery may be a consideration in the award.
- 1.7 Prices will be considered as net if no cash discount is shown.
- 1.8 An authorized officer, employee or agent of the vendor shall sign all quotes.
- 1.9 Quotes must be submitted by the date specified to be considered. No late quotes will be accepted.
- 1.10 Submit quotes (1) via mail, (2) vendor/courier delivery, (3) via email tocpurchasing@ci.collierville.tn.us or (4) facsimile machine (901) 457-2258.

2.0 CRITERIA OF AWARD:

- 2.1 The Town reserves the rights: (1) to award quotes received on the basis of individual items, or groups of items or on the entire list of items, (2) to reject any or all quotes, accept quotes in part or whole, (3) waive defects, informalities or minor irregularities in quotes or quote process and (4) to accept the quote that is deemed, to be in the best interest of the Town. The Town of Collierville Mayor and Board of Alderman decision shall be final.
- 2.2 Award will be made on the following basis:
- 2.2.1 Best/Low Quote meeting specifications.
 - 2.2.2 Previous Vendor Performance History.
 - 2.2.3 Delivery Time Quoted.
 - 2.2.4
- 2.3 Town of Collierville reserves the right to purchase any or all items in this quote off the current State of Tennessee Statewide Contract, if it is considered by the Procurement Manager to be in the best interest of the Town.

3.0 SPECIFICATIONS:

- 3.1 These specifications are not intentionally written around any one contractor and are for the purpose of indicating general size, type, and description of the service needed.
- 3.2 Any responsible vendor who considers these specifications to be of a non-competitive nature should immediately contact the General Services Department, (901) 457-2250.
- 3.3 The Director of General Services hereby reserves the right to approve as an equal, or to reject as not being equal, any item the vendor proposed to furnish which contains minor variations from specification requirements but may comply substantially therewith. Items exceeding specifications will be considered as meeting specifications.
- 3.4 The vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications.
- 3.5 Changes to the quote specifications are not valid unless authorized in writing by the Town of Collierville General Services Department.

4.0 PRICING, TERMS & DELIVERY:

- 4.1 Prompt payment discount shall be considered as a cost factor in the evaluation of quotes.
- 4.2 The Town of Collierville reserves the right to accept any prompt payment discount offered by the successful vendor, however, time will be computed from date of receipt of correct invoice or receipt of acceptance of shipment, whichever is later.
- 4.3 All deliveries shall be F.O.B. Collierville, Tennessee location in place/inside – no additional charges shall be allowed above the amount shown in the net prices.
- 4.4 All prices shall be valid for a minimum of sixty (60) days from the quote opening date unless otherwise indicated in the quote request.
- 4.5 If there is a discrepancy between unit price and its extension, unit price shall prevail.

5.0 LIABILITIES:

- 5.1 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 quote, and agrees to defend, at his own expense, any and all action brought against the Town because of the unauthorized use of such articles.

6.0 GRATUITIES:

- 6.1 Town of Collierville may, by written notice to the Vendor, cancel any contract and/or purchase order resulting from the quote 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 Vendor, or any agent or representative of the Vendor, to any officials or employee of the Town with a view toward securing a contract or securing favorable treatment with respect to the awarding amending, 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 Vendor in providing such gratuities.

7.0 CONFLICT OF INTEREST:

- 7.1 No part of the total contract and/or purchase order amount resulting from this quote 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 contractor in connection with any work contemplated or performed relative to this contract. Furthermore, quotes submitted by the above referenced individual (s) will not be accepted.

8.0 SAMPLES:

8.1 Samples of articles, when required, shall be furnished free of cost to the Town.

8.2 Samples of articles selected may be retained for future comparison.

8.3 Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at the vendor's expense.

9.0 TAXES:

9.1 The contractor/vendor shall not include any sales, use or federal excise tax to be collected from the Town since the Town is tax exempt.

9.2 Exemption certificates will be furnished upon request.

10.0 BRAND NAMES:

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

10.2 Equal items will be considered, provided your offer clearly describes the article. Offers for equal items shall state the brand and number or level of quality. The determination of the Procurement Manager as to what items are equal shall be final and conclusive.

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

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

11.0 DEFAULT BY VENDOR:

11.1 In case of default by the vendor, 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 Procurement Manager.

12.0 INSURANCE:

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

13.0 VALID PRICES:

13.1 Unless otherwise required in , all prices quoted will be firm for sixty (60) days.

14.0 THIRD PARTY ASSIGNMENT:

14.1 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.

15.0 AWARD OF QUOTE:

15.1 The award of this quote to the successful vendor shall be governed by the laws of the State of Tennessee.

16.0 DELIVERY EXCEPTION:

16.1 The suppliers shall not be responsible for failure to forward materials or render services due to strike, flood, or fire.

16.2 Should deliveries not be made on time as outlined on our quotation sheet and defined by you, then the Town has the authority to cancel any / and all orders issued under this quote.

17.0 LIEU, CLAIMS OR ENCUMBRANCE:

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

18.0 DOCUMENTS INCLUDED IN CONTRACTS:

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

19.0 INSPECTION:

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

20.0 MATERIAL SAFETY DATA SHEETS:

20.1 As a condition to quote award, if item(s) contained in this quote require Material Safety Data Sheets, the successful vendor shall provide data sheets with delivery of product(s).

21.0 PURCHASES FROM STATE OF TENNESSEE CONTRACTS:

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

22.0 DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION:

22.1 Vendors 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 quote 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).

23.0 PROTEST:

23.1 Any protest concerning the award of this quote shall be decided by the Director of General Services. Protest shall be made in writing to the Office of General Services and shall be filed within 10 days of issuance of award notification. A protest is considered filed when received by the Office of General Services. 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 General Services will respond to the written protest within seven days. The Director of General Services's decision relative to the protest shall be final.

24.0 QUESTIONS AND INQUIRES:

24.1 Any questions concerning this invitation to quote 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.

24.2 Quotes are open for inspection and copies available in the Office of General Services, 500 Poplar View Parkway, Collierville, Tennessee.

25.0 BILLING AND PAYMENT:

25.1 Payment will be made by the Town upon receipt of invoice, ownership documents, and acceptance of commodity by the Town of Collierville.

25.2 The vendor shall submit an invoice to:

Finance Director
Town of Collierville
500 Poplar View Parkway
Collierville, TN 38017

26.0 COLLUSION:

26.1 Vendors, by submitting a signed quote or proposal, certify that the accompanying quote 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.

27.0 AVAILABILITY OF APPROPRIATED FUNDS:

27.1 The vendor 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.

28.0 QUOTE WITHDRAWAL:

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

28.2 After the scheduled time for opening of quotes, no vendor will be permitted to withdraw his/her quote, and each vendor hereby agrees that his/her quote shall remain firm until accepted or rejected. A quote made and opened may be withdrawn with the written permission of the Town General Services Department office if, in the Town's opinion, the quote is inconsistent with the best interest of the Town.

29.0 TIE QUOTE

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

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

STATEMENT OF NO QUOTE

We ask that you place an “X” on the appropriate blank that corresponds with your company’s “No Quote” 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 Request for Quotation. (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 of service.
- 9. _____ Remove us from your vendors list for this particular commodity or service.
- 10. _____ Please keep our name on your vendors 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: _____



QUOTE RESPONSE FORM

Stan Joyner
Mayor

Town of Collierville
General Services Department
500 Poplar View Parkway
Collierville, Tennessee 38017
(901) 457-2250, Fax (901) 457-2258

James H. Lewellen
Town Administrator

Derek Honeycutt
Director of General Services

POSITIVELY NO QUOTE CONSIDERED UNLESS SUBMITTED ON THIS FORM

QUOTE #1498

QUOTES WILL BE RECEIVED UNTIL **FRIDAY, FEBRUARY 2, 2018** IN THE OFFICE OF THE DIRECTOR OF GENERAL SERVICES, 500 POPLAR VIEW PARKWAY, COLLIERVILLE, TENNESSEE 38017.

IF YOU DO NOT RESPOND TO THIS REQUEST FOR QUOTES WITH A "QUOTE" OR "NO QUOTE", WE WILL ASSUME THAT YOU NO LONGER WISH TO QUOTE ON THE COMMODITY INDICATED BELOW, AND YOUR COMPANY'S NAME MAY BE REMOVED FROM THE MAILING LIST.

****REQUIRED TO SUBMIT QUOTE: TOWN OF COLLIERVILLE VENDOR # _____**

TOWN PROPERTY MOWING

MOWING LOCATION NUMBER	MINIMUM NUMBER OF OCCURRENCES	COST OF EACH OCCURRENCE	TOTAL COST OF AREA	
			DOLLARS	CENTS
Location #1 – Fire House #2, 391 Old Byhalia Rd.	28			
Location #2 – Fire House #3, 1241 Peterson Lake Rd.	28			
Location #3 – Fire House #4, 2823 Houston Levee Rd.	28			
Location #4 – Fire House #5, 4280 S. Houston Levee Rd.	28			
LUMP SUM AMOUNT FOR ANNUAL CONTRACT				

The proposed cost contained herein shall remain valid for at least sixty (60) days subsequent to the date of the Quote acceptance and thereafter in accordance with any resulting contract between the Bidder and the Town of Collierville.

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: _____

TOWN OF COLLIERVILLE

REFERENCE SHEET FOR QUOTE NO. 1498

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

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

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

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

CONTRACT FOR SERVICES AND/OR PRODUCTS

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein “**Contract**”) is made and entered into this _____ day of February, 2018 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**”).a Tennessee corporation (herein the “**CONTRACTOR**”).

WITNESSETH:

WHEREAS, the TOWN desires to contract for the provision of mowing services at Collierville Firehouses 2, 3, 4, and 5 (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 by the TOWN under Quote No. 1498 (herein the “**Quote**”) and any amendments thereto. The Quote 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 ____, 2018 and ending on ____, 2019. This Contract may be extended by the TOWN for four (4) additional successive twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months, by written notice to the CONTRACTOR given at least thirty (30) days before the expiration of the term then in existence.

3.00 COMPENSATION

3.01. Amount of Compensation. The CONTRACTOR agrees to provide the services, equipment and products as reflected in the Quote Response Form and any attachment thereto (collectively, herein the “**Quote Response**”) at the cost specified in the Quote Response. The Quote Response is 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 amendment. Any prices specified in this Contract or an amendment hereto will remain in effect for the term of this Contract or any extensions of the term of this Contract.

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 Quote 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

The TOWN may terminate this Contract at any time, with or without cause. 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 Quote. 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 Quote. 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 for 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) 457-2258

- (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]

[Signature Page for Contract]

WITNESS THE DUE EXECUTION HEREOF.

**TOWN OF COLLIERVILLE,
TENNESSEE**

[NAME OF CONTRACTOR]

By: _____
James Lewellen, Town Administrator

By: _____

Title: _____

ATTEST:

By: _____
Town Clerk/Recorder

CONTRACTOR's Mailing Address:

APPROVED AS TO FORM AND
CONTENT:

CONTRACTOR's Telephone Number:

(____) _____

Director of General Services

CONTRACTOR's Facsimile Number:

(____) _____

Date

CONTRACTOR's E-Mail:

EXHIBIT "A"

Quote No. 1498

EXHIBIT "B"

Quote Response