



LEGAL NOTICE

REQUEST FOR PROPOSALS

The Town of Smyrna will accept proposals for a golf course maintenance equipment lease agreement. Bidders shall submit sealed proposals in the format specified in the Request for Proposals no later than **10:00 a.m. May 15, 2018** at which time proposals will be publicly opened and read aloud. No proposal may be withdrawn after the scheduled closing time for a period of 90 days. Proposal documents may be obtained at Smyrna Town Hall during regular business hours or www.townofsmyrna.org. Proposals should be mailed or hand delivered to:

Rex S. Gaither
Smyrna Town Hall
Sealed Proposal on Golf Course Equipment / May 15 @ 10:00 a.m.
315 South Lowry Street
Smyrna, TN 37167

Verbal proposals or proposals received after the closing date will not be accepted. The Town of Smyrna reserves the right to reject any and all proposals, to waive technicalities or informalities and to accept any proposal deemed to be in the best interest of the Town.

The Town of Smyrna will not discriminate in the purchase of all goods and services on the basis of race, color, religion, sex, national origin, age, disability or any other lawfully protected classification.

SUBMITTED BY: REX S. GAITHER
FINANCE DIRECTOR

TO BE RUN: May 1, 2018

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SECTION I - GENERAL INFORMATION

- A. The Town of Smyrna desires to lease maintenance equipment for the golf course for a period not to exceed forty-eight (48) months.

Smyrna Town Hall location:
315 South Lowry Street
Smyrna, TN 37167

Smyrna Golf Course location:
101 Sam Ridley Parkway
Smyrna, TN 37167

Questions should be directed to Hal Loflin (615) 459-9723, e-mail address hal.loflin@townofsmyrna.org.

- B. The Town of Smyrna reserves the right to reject any and all proposal(s), to waive technicalities or informalities and to accept any proposal deemed to be in the best interest of the Town. No proposal may be withdrawn after the scheduled closing time for a period of 90 days.
- C. 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 address the full intent and meaning of each aspect of the specifications.
- D. Section II and III shall be completed and included as an integral part of each bidder proposal.
- E. Freight and delivery charges shall be paid by the vendor and should be included in the price per unit proposal.
- F. The Town is a tax-exempt organization.
- G. Mail is delivered after 11:00 a.m. Monday through Friday.
- H. Smyrna Golf Course is a nationally recognized The First Tee Facility and any available First Tee discounts shall be applied to the maintenance equipment proposal.**
- I. The Town of Smyrna, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, handicap or national origin in consideration for an award.
- J. Bid quotations must be submitted on the Town's quotation page(s). No exceptions.
- K. By submission of this bid, each bidder/proposer 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 belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106 Iran

Divestment Act.

[https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn. Code Ann. 12-12-106, Iran Divestment Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf)

SECTION II – SPECIFICATIONS AND PRICE QUOTATION

- Equivalents must be approved prior to bid opening by Hal Loflin.
- **In case of equipment malfunction during the term of the lease, the vendor agrees to provide prompt response time. Service call at Smyrna Golf Course shall not exceed twenty-four (24) hours from initial contact with vendor. If the malfunction cannot be repaired on site, and the vendor is required to take the equipment into their facility, the vendor will provide a similar piece of equipment, the same business day, for use until the malfunction is corrected.**
- Contract will be prepared or approved by the Town of Smyrna's attorney.
- Disclose any Purchase Options if available.
- Service Center shall be located within a 50-mile radius from Smyrna Golf Course.

Address of nearest service center: _____

Phone Number: _____

INSURANCE REQUIREMENTS

The Vendor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the State of Tennessee and shall be statutory. Employers Liability shall be included with a minimum limit of \$500,000 per accident/per disease/per employee.

2. Commercial General Liability

Commercial General Liability insurance shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. It shall include completed operations, product liability and personal injury liability insurance.

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. This insurance shall include third-party bodily injury and property damage liability for owned, hired, borrowed and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to the Town of Smyrna. The Vendor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Town, its elected and appointed officials, agents, employees and volunteers shall be named as an additional insured as regards negligence by the vendor.
- b. The Vendor's insurance shall be primary as respects the Town, its elected and appointed officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Town of Smyrna shall be excess and non-contributory of the Vendor's insurance.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Town, its elected and appointed officials, agents, employees and volunteers for losses arising from work performed by the Vendor for the Town of Smyrna.

3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Vendor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Town of Smyrna. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Vendor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Vendor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Town of Smyrna for payment of premiums or for assessments under any form of the policies.
- d. Replacement certificates, policies or endorsements shall be provided to the Town for any such insurance expiring prior to the completion of services.

- e. Any failure of the Vendor to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its elected and appointed officials, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies licensed to conduct business in the State of Tennessee. Insurance shall be underwritten by insurers with an A.M. Best Company ratings no less than an A.

E. VERIFICATION OF COVERAGE

The Vendor shall furnish the Town with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **The Certificates are to be received and approved by the Town before work commences and upon any contract renewal thereafter.**

Upon failure of the Vendor to furnish, deliver and maintain such insurance as requested, this contract, at the election of the Town, may be suspended, discontinued or terminated. Failure of the Vendor to purchase and/or maintain any required insurance shall not relieve the Vendor from any liability or indemnification under the contract.

The Certificate of Insurance naming the "Town of Smyrna" as **Additional Insured** shall be addressed to the attention of:

Town of Smyrna
Department of Safety & Risk Management
ATTN: Kay Charles
315 S Lowry St
Smyrna, TN 37167

The Town reserves the right to request complete certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Vendor shall include all subcontractors as insureds under its policies **OR** shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Town of Smyrna reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS' COMPENSATION INDEMNITY

In the event Vendor is not required to provide or is exempt from providing workers' compensation coverage, the parties hereby agree that Vendor, its owners, agents and employees will have no cause of action against, and will not assert a claim against the Town of Smyrna, its elected and appointed officials, agents, employees and

volunteers, under any circumstances. The parties also hereby agree that the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers shall in no circumstance be, or considered as, the employer or statutory employer of Vendor, its owners, agents and employees. The parties further agree that Vendor is a wholly independent vendor and is exclusively responsible for its employees, owners, and agents. Vendor hereby agrees to protect, defend, indemnify and hold the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers harmless from any such assertion or claim that may arise from the performance of this contract.

HOLD HARMLESS AND INDEMNITY REQUIREMENT:

Vendor shall indemnify and hold harmless, to the maximum extent permitted by law, the Town of Smyrna and its officers, agents, employees, volunteers, from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney's fees, litigation, arbitration, mediation, appeal expenses) which in whole or in part are caused by the negligence, recklessness or intentional wrongful misconduct of the Vendor and persons employed by or utilized by the Vendor in Vendor's performance of this Agreement.

The vendor further agrees to protect, defend, and save the Town, its elected and appointed officials, agents, employees and volunteers while working in the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind of character, including the cost of their defense, arising in favor of the vendor's employees or third parties on account of bodily or personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts of omissions of the vendor and/or its agents, employees, subcontractors, representative of the Town under this agreement.

Pursuant to Tennessee Attorney General Opinion 93-01, the Town will not indemnify, defend or hold harmless in any fashion the Vendor from any claims arising from any failure, regardless of any language in any attachment or other document that the Vendor may provide.

APPLICABLE LAW:

Any contract resulting from this RFP shall be governed by and construed under the laws of the State of Tennessee.

The Vendor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, employees or subcontractors.

NEW EQUIPMENT LEASE SPECIFICATION

| <i>DESIRED SPECIFICATIONS</i> | <i>FAIRWAY</i> | <i>GREENS MOWER</i> | <i>TOOTH RAKE</i> |
|---------------------------------------|-----------------------|-------------------------|------------------------|
| <i>Number of Reels</i> | 5 | 3 | N/A |
| <i>Number of Blades</i> | 8 or 9 | 11 | N/A |
| <i>Width of Cut</i> | 100" | 59" | N/A |
| <i>Height of Cut Range</i> | 1/4" to 1 1/4" | 1/8" to 3/4" | N/A |
| <i>Reel Diameter</i> | 7" | 5" | N/A |
| <i>Clip Ratio Frequency</i> | Adjustable | Adjustable | N/A |
| <i>Hydraulic Driven Reels</i> | Y | Y | N/A |
| <i>Drive Type (2, 3, or 4 Wheel)</i> | 2 | 2 | N/A |
| <i>Power Steering</i> | Y | Y | N/A |
| <i>Warranty</i> | 2 Year | 2 Year | 2 Year |
| <i>Low Operator Sound Level</i> | Y | Y | Y |
| <i>Service Manual CD Rom</i> | Y | Y | Y |
| <i>Parts Manual CD Rom</i> | Y | Y | Y |
| <i>Hydraulic Oil Cooler</i> | Y | Optional | N/A |
| <i>Extra Set of Filters</i> | Y | Y | N/A |
| <i>Back Lap Capacity</i> | Y | Y | N/A |
| <i>Water Temperature Gauge</i> | Y | N | N/A |
| <i>Low Oil Level Warning</i> | Y | Y | N/A |
| <i>Hour Meter</i> | Y | Y | N/A |
| <i>Float/Fixed Heads</i> | Y | Y | N/A |
| <i>Low Turf Compaction</i> | Y | Y | N/A |
| <i>Engine</i> | Diesel | Gas | N/A |
| <i>Engine Specs</i> | 35 to 40 HP | 16 to 18 HP | N/A |
| <i>Front Rollers</i> | 3" Steel Grooved | 2" Grooved | N/A |
| <i>Rear Rollers</i> | 2 1/2" to 3" Full | 2" Full | N/A |
| <i>ANSI Certification</i> | Y | Y | Y |
| <i>Service Center within 50 Miles</i> | Y | Y | Y |
| <i>Deluxe Seat</i> | Y | Y | N/A |
| <i>24 Hour Parts Delivery</i> | Y | Y | Y |
| <i>Units Needed</i> | 1 | 2 | 1 |
| <i>Options</i> | Dual Point | Dual Point Bedknife Adj | Interchangeable Tines |
| | Reel to Bedknife | Headlights | Hydraulic Lift Capable |
| | Adjustment | Narrow Wiehle rollers | Adjustable Rake Angle |
| | Powered | Alum Front Rollers | Adjustable Trowels |
| | Rear Roller Brush Kit | | |
| | Headlights | | |

PRICE QUOTATION (48-month lease new equipment)

| | <u>A</u> Proposed Units | <u>B</u> Price per Unit | <u>(A x B)</u> Extended Price |
|---------------|----------------------------|----------------------------|----------------------------------|
| Fairway Mower | (1) Per Year | \$ _____ | Total PPU \$ _____ |
| Greens Mower | (2) Per Year | \$ _____ | Total PPU \$ _____ |
| Tooth Rake | (1) Per Year | \$ _____ | Total PPU \$ _____ |
| | | ANNUAL SUB TOTAL | \$ _____ |

PRICE QUOTATION (48-month re-lease used equipment)

| | <u>A</u> Proposed Units | <u>B</u> Price per Unit | <u>(A x B)</u> Extended Price |
|------------------------|----------------------------|-----------------------------------|----------------------------------|
| Toro Reelmaster 5510 | (1) Per Year | \$ _____ | Total PPU \$ _____ |
| Toro Reelmaster 3100 | (1) Per Year | \$ _____ | Total PPU \$ _____ |
| Z Master 3000 Mower | (1) Per Year | \$ _____ | Total PPU \$ _____ |
| Pro Force Blower | (1) Per Year | \$ _____ | Total PPU \$ _____ |
| Sweep N Fill III Brush | (1) Per Year | \$ _____ | Total PPU \$ _____ |
| | | ANNUAL SUB TOTAL | \$ _____ |
| | | GROSS TOTAL (sum of subtotals) | \$ _____ |
| | | LESS 1 ST TEE DISCOUNT | \$ _____ |
| | | ANNUAL PAYMENT | \$ _____ |

If you have any questions completing the Price Quotation section, please contact Hal Loflin.

EQUIPMENT DELIVERY DATE ARO _____

MANUFACTURER _____

VENDORS SHALL SUBMIT MANUFACTURER'S SPECIFICATIONS ON ALL EQUIPMENT.

Note: The Town of Smyrna will select combinations of the above equipment to equal a total equipment lease not to exceed \$30,000.00 per year. The Town reserves the right to purchase items from different vendors or all from one vendor.

BASIS OF AWARD

Cost, service history and capability of providing service, quality of equipment and First Tee discount availability will be factors in the award determination process.

SECTION III - SPECIFICATIONS COMPLIANCE

Unless otherwise noted, all proposals for the maintenance equipment shall be in complete accordance with the specifications detailed herein.

Vendors shall note in the space provided below any exceptions or deviations in any way from the specifications of any section of this RFP. Vendors should provide complete detail of exceptions or deviations.

Proposal Exceptions

| Section | Brief Description |
|---------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

By signature below, proposer acknowledges any submittal to be in full compliance with all aspects of each section of the RFP not noted above. The undersigned hereby declares that no person or party other than the undersigned has any interest whatever in this proposal, that it is without any connection or collusion with any person or persons making or having made any proposal for the same work and without any previous understanding with such person or persons as to relative prices, obviating competition, and that it is made in good faith.

COMPANY

TELEPHONE NUMBER

REPRESENTATIVE NAME & TITLE

FAX NUMBER

SIGNATURE

E-MAIL ADDRESS