



LEGAL NOTICE

REQUEST FOR PROPOSALS

The Town of Smyrna will accept proposals for purchase and installation of synthetic turf for Cedar Stone Community Park youth baseball fields. Bidders are encouraged to attend a **Pre-bid meeting** at 315 South Lowry Street on **March 12, 2019** at 10:00 a.m. Bidders shall submit sealed quotations in the format specified in the Request for Proposals no later than 10:00 a.m. **March 19, 2019** 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 No proposal may be withdrawn after the scheduled closing time for a period of 90 days.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 Town Hall during regular business hours or www.townofsmyrna.org. Proposals should be mailed or hand delivered to:

Rex S. Gaither
Smyrna Town Hall
Synthetic Turf Baseball Fields RFP
March 19 @ 10:00 a.m.
315 South Lowry Street
Smyrna, Tennessee 37167

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

All Bidders must be a licensed Contractor in the State of Tennessee in strict accordance with State regulations. All bidders shall comply with the Tennessee Contractor License law Section 62-6-119 (Bid documents – Required disclosure by bidders) when submitting bids. Please refer to the State Licensing Board <http://www.tn.gov/regboards/contractors/law.shtm> for all applicable licensing laws.

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: March 5, 2019

COMPANY

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SECTION I - GENERAL INFORMATION

- A. The Town of Smyrna desires to accept quotations for synthetic turf for Cedar Stone Community Park baseball fields:

Smyrna Town Hall
315 South Lowry St.
Smyrna, TN 37167

Smyrna Parks Office
100 E. Sam Ridley Pkwy
Smyrna, TN 37167

Cedar Stone Community Park
3639 Morton Lane
Smyrna, TN 37167

Questions for Parks Office should be directed to Mike Moss, Parks Director: phone (615) 459-9773 or e-mail mike.moss@townofsmyrna.org.

- B. The Town of Smyrna reserves the right to reject any and all quotations, 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 fully address the full intent and meaning of each aspect of the specifications.
- D. Section III, IV and Required Paperwork shall be completed and included as an integral part of each bidders proposal.
- E. The Town is a tax exempt organization.
- F. Mail is delivered after 11:00 a.m. Monday through Friday.
- G. 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.
- H. Bid quotations must be submitted on the Town's quotation page(s). No exceptions.
- I. 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. For reference purposes, the list is currently available online at:
https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf

SECTION II - SPECIFICATIONS FOR SYNTHETIC TURF BASEBALL FIELDS

SCOPE OF WORK: Furnish all labor, materials, tools, and equipment necessary to install, in place, all synthetic turf material for four (4) 225' youth baseball fields. The installation of all new materials shall be performed in strict accordance with the Manufacturer's written installation instructions, and in accordance with all approved shop drawings. The fields are located at the new Cedar Stone Community Park which is under construction at this time. The park address is 3639 Morton Lane, Smyrna.

SAFETY EXPECTATIONS: It is the Town of Smyrna's goal to provide safe athletic surfaces and user friendly baseball fields. The new turf fields will be used by the Smyrna Baseball League and various other youth baseball and softball organizations. It is important these fields meet or exceed manufacturer's safety specifications and user expectations.

NOTES:

1. Construction plans to Cedar Stone Community Park available to view at Smyrna Parks and Recreation and Dempsey, Dilling & Associates, P.C.
2. Fields to be all turf.
3. Town of Smyrna prefers infield areas to be Shaw TRUHOP 1.625 or equivalent synthetic turf and Momentum HP 1.75 or equivalent synthetic turf outfields.
Specifications are attached.
4. Infields to be chocolate brown or similar color. Grass areas to be green. (Town of Smyrna to select colors)
5. Turf shall be tufted, polyethylene, grass-like fabric coated with secondary backing of high grade polyurethane.
6. Pitcher's mounds to be flat due to age group or primary users (portable mounds to be used for older groups).
7. Fields to be laser graded and rolled to manufacturer's recommendation.
8. Contract recipient to work with existing general contractor.
9. General contractor already on site.
10. Shop drawings required and to be approved by Town of Smyrna or town representative.
11. Fields to include 60', 65', and 70' base plugs.
12. Field lining to include batter's boxes, catcher's boxes, baselines, coach's boxes, running lanes and any typical baseball lines.
13. General contractor for the park to establish fields to subgrade (8" below finished grade for turf installation).
14. General contractor for the park to provide curb and pressure treated nailer board.
15. Turf contractor shall provide and install all perimeter underdrains and tie into drainage structures or discharge areas provided by the general contractor.
Construction plans are available for viewing.

16. Turf contractor shall coordinate closely with the general contractor for installation of the perimeter underdrain system (by Turf Contractor) and the perimeter concrete curb (by the general contractor).
17. Turf contractor shall be responsible for providing and installing all geotextile underlayment and base stone above the subgrade prepared by the general contractor.
18. Turf vendor/contractor to include any pertinent safety testing material and certifications in Request for Proposal.
19. Baseball fields approximately 52,000 ft² each – contractor to review plans and verify areas/dimensions.
20. Infill to be sand and SBR crumb rubber.
21. Prospective vendors to provide the following with proposals:
 - a. 12" x 12" turf samples
 - b. Bag of infield material
 - c. Copies of all pertinent testing material and results
 - d. Typical warranty information
22. Turf contractor/lead contractor to verify all sub-contractors have been paid prior to project closeout.
23. Installation expected take place spring/summer 2019.
24. Contractor to coordinate and perform appropriate head-injury test through outside testing firm at no cost to the Town of Smyrna. Turf must meet or exceed manufacturer's safety specifications.
25. Turf supplier and installation contractor to perform quality assurance checks throughout project and at project closeout.
26. Turf contractor responsible for clean-up throughout project.
27. Finish surface shall resist abrasion and provide traction consistent with athletic play.
28. Turf to be installed per manufacturer's specifications.
29. Turf shall be a durable material attached by a tufted or woven weave or bunching.
30. Maintenance manual to be provided to Town of Smyrna.
31. Vendor to provide staff training for maintenance and upkeep.

INFIELD TURF SPECIFICATIONS

Test	Unit	Specifications
Linear Density – Denier	Denier	9,000
Thickness	Microns	110
Break Strength	lbs./force	20
Elongation	%	>30
Total Lead Content	ppm	<100
Total Product Weight	oz. / yd ²	74
Pile Yard Fiber Weight	oz. / yd ²	46

Primary Backing Weight	oz. / yd ²	8
Secondary Backing Weight	oz. / yd ²	20
Average Pile Height	Inches	1.625
Average Tuft Bind Strength	lbs./force	>10
Tufting Gauge	Inches	1/4
Average Grab Tear Strength	lbs./force	>200
Pill Flammability		Pass
Infiltrrometer (Drainage)	In/hr	>25

OUTFIELD & SIDELINES SPECIFICATIONS

Test	Unit	Specifications
Linear Density – Denier	Denier	9,000
Thickness	Microns	110
Break Strength	lbs./force	20
Elongation	%	>30
Total Lead Content	ppm	<100
Total Product Weight	oz. / yd ²	68
Pile Yard Fiber Weight	oz. / yd ²	40
Primary Backing Weight	oz. / yd ²	8
Secondary Backing Weight	oz. / yd ²	20
Average Pile Height	Inches	1.75
Average Tuft Bind Strength	lbs./force	>10
Tufting Gauge	Inches	3/8
Average Grab Tear Strength	lbs./force	>200
g-Max		<200
Pill Flammability		Pass
Infiltrrometer (Drainage)	In/hr	>25

PROJECT TIMELINE

The vendor/contractor selection process will follow the timeline shown below. Estimated key milestone dates for the completion of the project are also included:

Request for Proposals issued:	March 5, 2019
Pre-bid meeting:	March 12, 2019
Response to questions posted:	March 15, 2019
Proposal Submission Deadline:	March 19, 2019
Selection Process:	March 19-28, 2019
Recommendation to Council:	March 28, 2019
Award of Contract:	April 9, 2019

PROPOSAL SUBMISSION

Please submit an original plus (2) hard copies and one (1) electronic of the proposal to the Finance Director's Office at the address set for on page one. All proposals must be

sealed and clearly marked with the proposer’s name and the words, “Synthetic Turf Baseball Fields RFP, Bid Opening Date: 10:00 a.m., March 19, 2019.” Failure to provide this information on the envelope may result in the proposal not being considered. Proposers must allow sufficient time to ensure receipt of the proposal. It shall be the sole responsibility of the proposer to have the bid delivered to the Town before the deadline.

EVALUATION CRITERIA:

Proposals will be evaluated using the factors listed below to ascertain which bid best meets the needs of the Town. A committee will score each proposal and rank the bidders from highest to lowest score. If the Town cannot negotiate a contract with the highest score then the Town will negotiate with the next highest score until a contract is in place. The items to be considered during the evaluation and the associated point values are as follows:

Criteria	Maximum Points
Cost of Project	30
Products used for project	20
Contractor/Vendor Experience	20
Project Timeline Schedule and Completion	15
Project Approach and Process	15
Total Possible Score	100

The Town reserves the right to award a contract solely on the written proposal.

Cost of Project: The Town of Smyrna will review cost options stated below. The Town has the right to select best options for the project.

- 4 Baseball Fields
- 2 logos per field near dugout areas, size 7’ x 10’ – “Town of Smyrna”
- 1 logo per field behind home plate, size 8’ x 8’ – “Cedar Stone Park”
- Cooling options for fields
- Shock pads for fields
- Include \$100,000 contingency cost for unexpected issues

Products used for Project:

- Provide turf supplier and products to be used on project
- Provide support information for products to be used
- Submit specific warranty for workmanship and material for this project
- Provide references where your turf products are in place and being used
- Provide product safety and testing information, describe testing process for final product.
- Provide turnaround time for repairs
- Provide name and address of contractor who will perform repairs and address issues.
- Provide information pertaining to shock pads for fields
- Provide information pertaining to cooling options for fields.

Contractor/Vendor Experience:

- Describe the history of the turf supplier and installations contractor.
- Identify your firm's history with synthetic turf.
- Provide 5 references for similar projects in similar climates
- Identify key personnel and their role involved in the project.

Project Timeline Schedule and Completion:

- Submit an estimated schedule from start to completion after receiving Notice to Proceed

Project Approach and Process:

- Describe your firm's approach to management and administration of the work related to the turf.
- Describe the process to be used for this project after receiving a Notice to Proceed. For example the process of installing stone, stone quantities, turf, infill, etc. to finish the project.
- Describe how your firm insures a successful project and finished product for citizens of Smyrna.

CONTRACT AGREEMENT

Successful vendor will be expected to enter into a contract Agreement with the Town of Smyrna. Agreements shall be signed and attested, but not dated, by the proper business representative and submitted with the request for proposal. An executed contract will be forwarded to winning vendor after Council approval.

LIQUIDATED DAMAGES

Owner and contractor recognize that time is of the essence of this agreement. Work is to be completed by number of days stated on Price Quotation, page 13 or agreed upon date between contractor and the Town. Bidder must also agree to pay, as liquidated damages, the sum of \$200.00 per each calendar day thereafter. Acts of God, unusual weather, etc. will be coordinated between contractor and the Town. The Town will be the sole judge as to whether the work has been completed within the allotted time.

LICENSED CONTRACTOR

Bidding will be in accordance with the Tennessee General Contractor's License Law. Bidders on construction to the amount of \$25,000.00 or more must be licensed contractors as required by the Contractor's Licensing Act of 1976 (Rev. 1986), Public Chapter No. 822 of the General Assembly of the State of Tennessee. Bidders shall place their bid in an envelope showing the bidder's name, license number, expiration date, and that part of classification applying to the bid in accordance with T.C.A. § 62-6-119. Bids not conforming to this provision shall be disqualified.

PERFORMANCE BOND

The successful contractor shall furnish 100% surety bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The bond must be written by a surety or insurance company listed on the U.S. Department of the Treasury financial management service list of approved bonding companies at the time the bond is provided. The surety or insurance company must be licensed to do business as a surety or insurer with the State of Tennessee. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

SMYRNA BUSINESS LICENSE

Subject to the exceptions enumerated hereinafter, persons subject to the Smyrna Business Tax operating from an established place of business in one county who extend their operations into other counties and/or municipalities without establishing an office, headquarters or other place of business therein shall not be subject to the Smyrna Business Tax in such other counties and/or municipalities. Tax on total receipts from all taxable sales shall be due to the county and municipality, if any, in which the established place of business is located. A new business license is \$20.00. If applicable, at license expiration, renewal is a percentage of the business total gross.

Excepted from the rule as stated in above paragraph are:

Persons with no established place of business in this state.

Contractors with taxable receipts of \$50,000 and out of state contractors.

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

It can also be submitted electronically to kay.charles@townofsmyrna.org. The subject line has to indicate the name of the project.

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.

SECTION III - PRICE QUOTATION

- 1. COST OF 4 BASEBALL FIELDS \$ _____

- 2. COST TO INCLUDE \$100,000 CONTINGENCY FOR UNEXPECTED ISSUES \$ _____

- TOTAL FOR ITEMS 1 AND 2 \$ _____

PRICE OF OPTIONAL ITEMS

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
“Town of Smyrna” logo 2 per field near dugout area with dimensions of 7’ x 10’	8	\$ _____	\$ _____
“Cedar Stone Park” logo 1 per field behind home plate with dimensions of 8’ X 8’	4	\$ _____	\$ _____
Cooling Option per field	4	\$ _____	\$ _____
Shock Pad per field	4	\$ _____	\$ _____
<u>GRAND TOTAL WITH ALL OPTIONS</u>			\$ _____

Total number of days to complete project after notice to proceed _____



AGREEMENT

This Agreement is made and entered into as of this ____ day of _____, 201____, by and between _____, (the "Bidder") and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the "Town") for the purpose of _____.

WHEREAS, the Bidder has submitted a quotation for the provision of certain products and/or services to the Town, all in accordance with the terms of the Request for Proposals attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit A (the "RFP"), and which Quotation from the Bidder is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit B (the "Quotation"); the RFP and the Quotation, together with any and all ancillary documents thereto, shall be collectively referred to herein as the "Bid Documents"); and

WHEREAS, the Town now desires to accept the Bidder's quotation, in accordance with the terms set forth in such Bid Documents.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as follows:

1. Acceptance of Bid Documents. The terms of the Bid Documents, as incorporated herein by reference, are hereby accepted by the parties hereto. The Bidder hereby agrees to provide the goods and/or services contemplated by such Bid Documents in accordance with the terms set forth therein. The Town hereby accepts the Bidder's quotation to provide the goods and/or services contemplated by such Bid Documents in accordance with the terms set forth therein.

2. Entire Agreement. This Agreement, including the exhibits and any other documents referred to herein or therein, which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein or therein. This Agreement supersedes all prior written or oral agreements and understandings between the parties with respect to its subject matter and may not be altered, modified or amended, in whole or in part, except by the express written authorization and consent of the parties hereto.

3. Severability. This agreement constitutes the product of negotiations of the parties hereto and any enforcement of hereof will be interpreted in a neutral manner and not more strongly against any party based upon the source of the draftsmanship of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.

4. Limitation of Liability. The Town of Smyrna shall not be liable for any loss, claim, expense or damage caused by, contributed to by or arising out of the acts or omission of Bidder or third parties, whether negligent or otherwise.

5. Warranties. The Bidder warrants to the Town that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, suitable for the purpose for which the materials and equipment are furnished, and in conformance with the Agreement. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

6. Indemnification. The parties hereto agree that Vendor shall indemnify The Town for any and all claims of negligence, tortious conduct or otherwise unlawful acts committed by Vendor in the performance of their obligations under the terms of the original agreement or this addendum to agreement and Vendor agrees to pay any and all costs associated with the enforcement of the terms of this indemnity agreement by The Town, including but not limited to court costs, civil judgments, assessments or any other reasonable fees associated therewith. This clause shall survive the expiration or termination of the original contract or this addendum to agreement and shall remain in full force and effect until the expiration of any applicable statute of limitation. In addition, The Town is prohibited by Tennessee law, as a political subdivision of the State of Tennessee, to agree to indemnify any private or public Vendor or contracting party and all reference to the local government providing indemnification shall be null and void by attaching signature to this addendum.

7. Attorney Fees. The parties hereto agree that The Town shall be in no event liable for any attorney's fees which Vendor may incur due to breach of the original agreement or this addendum agreement by either party; and further, The Town shall not acquiesce to any term of the original contract/agreement that indicates or infers The Town may or shall be responsible for the fees of another party or the Vendor's attorney fees.

8. Mediation. The Town may, at its option, require the attempted resolution of any dispute arising under the original contract or this addendum to agreement by mediation prior to the filing of any lawsuit or other claim. Should any dispute arise, Vendor shall provide the Town notice of any intent to file suit by certified mail. The Town shall notify the Vendor of its intent to exercise its right to mediation within thirty (30) days of receiving such notice. If the Town does not exercise its right to mediation, Vendor may file suit. Any mediator selected under this clause shall be agreed upon by the parties and the costs of such mediation shall be divided and paid equally between the parties.

9. Governing Law. This Agreement shall be deemed to have been executed and delivered within the State of Tennessee, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Tennessee.

10. Applicable Law / Choice of Forum and Venue. The parties' choice of forum and venue shall be exclusively in the courts of Rutherford County, Tennessee. Any provision of the Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

BIDDER:

By: _____

Title: _____

ATTEST:

TOWN OF SMYRNA, TENNESSEE

By: _____

Name: Mary Esther Reed

Title: Mayor

ATTEST:

Dianne Waldron, Town Clerk



TOWN OF SMYRNA
TITLE VI COMPLIANCE SURVEY

The Town of Smyrna intends to fully comply with the Tennessee Department of Transportation's policy regarding TITLE VI of the CIVIL RIGHTS ACT of 1964; 49 CFT, PART 21; related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Transportation on the grounds of race, color, gender, age, disability or national origin.

Please complete the following information:

NAME OF COMPANY _____

NAME OF OWNER/CONTRACTOR: _____

ADDRESS OF OWNER/CONTRACTOR: _____

COUNTY: _____

TYPE OF SERVICES PROVIDED: _____

CONTRACT: _____

OWNER/CONTRACTOR
 (Race/Gender)

White Male _____
 White Female _____
 African-American Male _____
 African-American Female _____
 Hispanic Male _____
 Hispanic Female _____
 Native American Male _____
 Native American Female _____
 Asian-American Male _____
 Asian-American Female _____
 Other _____ Male _____
 Other _____ Females _____

EMPLOYEES
 (Number in each category)

White Males _____
 White Females _____
 African-American Males _____
 African-American Females _____
 Hispanic Males _____
 Hispanic Females _____
 Native American Males _____
 Native American Females _____
 Asian-American Males _____
 Asian-American Females _____
 Other _____ Males _____
 Other _____ Females _____



TOWN OF SMYRNA CONSTRUCTION CONTRACT CERTIFICATE OF NON-DISCRIMINATION

As Bidder, Contractor, or Subcontractor on Town of Smyrna Construction or Other Project,

1. the undersigned states that he does not discriminate against any subcontractor, employee or applicant for employment on the grounds of race, color, religion, sex, national origin, age, disability or any other lawfully protected classification, if awarded a contract for this project, agrees in performance of work:
2. not to discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, religion, sex, national origin, age, or disability:
3. to maintain payrolls of laborers and mechanics employed on this contract until 90 days after final release and final payment by the Town;
4. require a similar certificate to be executed by each subcontractor at the time a subcontractor is executed under the contract with the requirement that such subcontractor agrees to require a similar certificate of requirement on any lower tier of subcontractors.

Contractor's Name _____

Date _____

Signature _____

Title _____

Printed or typed name and title



AFFIDAVIT

STATE OF TENNESSEE DRUG-FREE WORKPLACE AFFIDAVIT

COUNTY OF _____ OF PRIME BIDDER

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for _____;
2. That the bidding entity has submitted a bid to the Town of Smyrna for the construction of _____;
3. That the bidding entity employs no less than five (5) employees;
4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with §50-9-113, *Tennessee Code Annotated*.
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

AFFIANT

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission expires: _____

50-9-113. State and local government construction contracts.

- (a) Each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services or who is awarded a contract to provide construction services or who provides construction services to the state or local government shall submit an affidavit stating that such employer has a drug-free workplace program that complies with this chapter, in effect at the time of such submission of a bid at least to the extent required of governmental entities. Any private employer that certifies compliance with the drug-free workplace program, only to the extent required by this section, shall not receive any reduction in workers' compensation premiums and shall not be entitled to any other benefit provided by compliance with the drug-free workplace program set forth in this chapter. Nothing in this section shall be construed to reduce or diminish the rights or privileges of any private employer who has a drug-free workplace program that fully complies with this chapter. For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-free Workplace Act from the department of labor and workforce development. No local government or state governmental entity shall enter into any contract or award a contract for construction services with an employer who does not comply with the provisions of this section.
- (b) For the purposes of this section, "employer" does not include any utility or unit of local government. "Employer" includes any private company and/or corporation.
- (c) If it is determined that an employer subject to the provisions of this section has entered into a contract with a local government or state agency and such employer does not have a drug-free workplace pursuant to this section, such employer shall be prohibited from entering into another contract with any local government or state agency until such employer can prove compliance with the drug-free workplace program pursuant to this section. If the same employer again contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than three (3) months from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section. If the same employer for a third time contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than one (1) year from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section.
- (d) A written affidavit by the principal officer of a covered employer provided to a local government at the time such bid or contract is submitted stating that the employer is in compliance with this section shall absolve the local government of all further responsibility under this section and any liability arising from the employer's compliance or failure of compliance with the provisions of this section.

[Acts 2000, ch.918, §§ 1,2.]



TOWN OF SMYRNA CONSTRUCTION CONTRACT
CERTIFICATE OF NON-ILLEGAL IMMIGRANT USE

As Bidder, Contractor, or Subcontractor on Town of Smyrna Construction Project,

1. the undersigned states that he does not knowingly utilize the services of **illegal immigrants** in the performance of a contract for goods or services entered into with the Town of Smyrna:
2. and will not knowingly utilize the services of any subcontractor who will utilize the services of **illegal immigrants** in the performance of the contract;
3. If any person who contracts to supply goods or services to the Town of Smyrna or who submits a bid to contract to supply goods or services to the state or other state entities, is discovered to have knowingly utilized the services of **illegal immigrants** in the performance of the contract to supply goods or services to the Town of Smyrna, the Town of Smyrna shall declare that person to be prohibited from contracting for or submitting a bid for any contract to supply goods or services to the Town of Smyrna for a period of one (1) year from the date of discovery of the usage of **illegal** immigrant services in the performance of a contract to supply goods or services to the Town of Smyrna

Contractor's Name _____ Date _____

Signature _____ Title _____
Printed or typed name and title



TOWN OF SMYRNA CONSTRUCTION CONTRACT

CERTIFICATE OF NON-COLLUSION

As Bidder, Contractor, or Subcontractor on Town of Smyrna Construction or Other Project:

the undersigned hereby declares that no person or party other than the undersigned has any interest whatever in the submitted bid 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.

Contractor's Name _____ Date _____

Signature _____ Title _____
Printed or typed name and title

SECTION IV - SPECIFICATION COMPLIANCE

Unless otherwise noted, all quotations for the synthetic turf baseball fields shall be in complete accordance with the specifications detailed herein.

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

Proposal Exceptions

Section	Brief Description
_____	_____
_____	_____
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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

FAX NUMBER

REPRESENTATIVE NAME & TITLE

TELEPHONE NUMBER

SIGNATURE

E-MAIL ADDRESS