

REQUEST FOR PROPOSAL

Sealed Price Proposals for the following will be received by the Procurement Manager until 4:00 P.M., Eastern Time, April 9, 2024, and at that time publicly opened in Conference Room 436, City Hall located at 415 Broad Street., Kingsport, TN. All proposals will be considered for award or rejection at a later date.

PROJECT: Bays Mountain Park Zip Line & Adventure Course Operator

Documents for the above referenced item are available online at kingsporttn.gov/city-services/purchasing. Interested parties may also contact the Procurement Department at (423) 229-9419.

By submission of a signed proposal bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

No submitted proposals may be withdrawn for a period of ninety (90) days after the scheduled closing time of the receipt of proposals. All proposals shall be signed, sealed and addressed to the Procurement Manager, City of Kingsport, 415 Broad Street., Kingsport, TN 37660 and marked "BMP Zip Line & Adventure Course Operator". The City by its governing regulations reserves the right to accept or reject any or all proposals received, to waive any informalities in bidding and to re-advertise.

PUB 1T: 03/16/24

Chris McCartt
City Manager

PROCUREMENT PROCESS

- A. Proposals will be received by the Procurement Manager until 4:00 P.M., Eastern Time on April 9, 2024 at which time it will be publicly opened in Conference Room 436, City Hall, 415 Broad Street, Kingsport, Tennessee.
- B. The Sealed Proposal shall be signed by an authorized representative and the sealed envelope addressed as follows:

Procurement Manager
City of Kingsport
415 Broad Street
Kingsport, Tennessee 37660
Proposal for Bays Mountain Zip Line & Adventure Course Operator
- C. An original hard copy and two (2) additional hard copies of the Proposal are required.
- D. Proposals, modifications, or corrections received after the scheduled closing time of the receipt of Proposals will not be considered. The City of Kingsport is not responsible for delays in delivery by mail, courier, etc.
- E. No submitted Proposal may be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time of the receipt of Proposals.
- F. No oral interpretation will be made to any Proposer as to the meaning of the Proposal Specifications or any part thereof. Each written request for clarification or interpretation shall be made in writing to the City.

NOTE – It is the intent of the City to issue one (1) addendum, if necessary. Written request for clarification and/or interpretation must be submitted via email to the Procurement Manager by the end of the business day, March 28, 2024 and addendum will be issued by 4:00 P.M., Eastern Time, on April 3, 2024 and will be available online at <https://www.kingsporttn.gov/city-services/purchasing/>. Written requests for clarification shall be submitted to the Procurement Manager by email to brentmorelock@kingsporttn.gov.

It shall be the Proposer's responsibility to make inquiry as to the addenda issued. Any and all addenda shall become part of the specifications and all Proposers shall be bound by such addenda, whether or not received by Proposer.

General Terms and Conditions

- A. Taxes – The City is exempted from Federal Excise Taxes, State of Tennessee and local sales taxes and Proposer must quote prices which do not include such taxes, unless by law the taxes must be a part of the price. Exemption Certificates will be furnished upon request.
- B. Indemnification – The City of Kingsport, its officers, agents and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any service and/or materials furnished by the Proposer, provided that such liability is not attributable to negligence on the part of the using agency of failure of the using agency to use the materials in the manner outlined by the Proposer in descriptive literature or specifications submitted with the Proposal. The City will not indemnify the successful Proposer.
- C. Patent Liability – The successful Proposer, at his own expense, will defend any suit which may be brought against the City to the extent that it is based on a claim that the goods furnished through a contract/agreement infringes a United States patent, and in any such suit will pay those costs and damages which are attributable to such claims and finally awarded against the City.
- D. Limitation of Remedies – Any remedies in the Proposer's Proposal, to include Agreement, License Product Agreement, Terms and Conditions, Literature, etc., that may be considered in agreement to waive the legal rights of the citizens of the City of Kingsport may be considered cause for rejection.

E. All agreements related to the purchase and sale of any product pursuant to this bid document will include the following conditions: "Notwithstanding anything in this section to the contrary, any provision of provisions of this Section will not apply to the extent they are (it is) finally determined by a court of competent jurisdiction, including Appellate review if pursued, to violate the laws or Constitution of the State of Tennessee."

F. Insurance – During any work performed by the successful Proposer(s) on the premises of the City or otherwise, the successful Proposer(s) agrees to take such measures as to effectually prevent any accident to persons or property during or in connection with the work; and especially to indemnify and save harmless the City from all loss, costs, damages, expense and liability for property damage and for bodily injuries to, or death of, any persons, including without limitation, as to both property damage and bodily injury, and the Proposer and the City and their representative agents and employees, occasioned in any way by the acts or omissions of the Proposer, or the Proposer's agents, employees, during or in connection with said work, excepting only property damage, bodily injury or death caused by the sole negligence of the City, its agents or employees.

The successful Proposer shall maintain such insurance as will protect it from claims under Workers' Compensation Acts and from any claims for bodily injuries, including death, either to its employees or others, and from all claims on account of property damage, which may arise in connection from said work.

All Certificates of insurance and policies shall contain the following clause: "The insurance covered by this Certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the City."

Insurance required with a minimum of One Million Dollars (\$1,000,000.00) limits are Comprehensive General Public and Professional Liability, Comprehensive Automobile Liability and Owner's Liability. Malpractice Insurance is required with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence, Five Million Dollars (\$5,000,000.00) aggregate.

This requirement will be effective for the life of any contract/agreement entered into by the Proposer and the City.

G. F.O.B. – All prices will be quoted F.O.B. Kingsport, Tennessee, delivery to City of Kingsport's location shall be without additional charge.

H. By submission of a signed Proposal, the Proposer certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

I. Contracts and purchases will be made or entered into with the lowest, responsible, compliant Proposer meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the City of Kingsport. Responsible Proposer is defined as a Proposer whose reputation, past performance, and business and financial capabilities are such that he would be judged by the appropriate City authority to be capable of satisfying the City's needs for a specific contract or purchase order.

J. The City reserves the right to determine the low Proposer either on the basis of the individual items or on the basis of all items included in its Request for Proposal, unless otherwise expressly provided in the Request for Proposal. The City reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part, its Request for Proposal. The City reserves the right to award to multiple vendors.

K. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee. Arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the contract or purchase order and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Kingsport, Sullivan County, Tennessee. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts for Kingsport, Sullivan County, Tennessee.

- L. The City, in accordance with its governing directives, reserves the right to reject any and all Proposals, to waive any informality or irregularities in Proposals and unless otherwise specified by the Proposer, to accept any item.
- M. All contracts, purchase orders, and any documents or material obtained by the City may be subject to disclosure in whole or in part pursuant to the Tennessee Open Records Act set out in T.C.A. 10-7-503 et seq. without regard to any provision contained in the document declaring information confidential.
- N. All contracts or purchase orders will include a provision that is not assignable by the Proposer without the written consent of the City.

O. CONFLICT OF INTEREST:

- 1. No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
- 2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
- 3. The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
- 4. Do you or any officers/part-owners/stake-holders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by the City of Kingsport, Tennessee, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or the Kingsport Board of Education? ____ Yes ____ No

If you answered yes please state the name and relationship of the employee or member of the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education member

- 5. Are you or any officers/part-owners/stake-holders/employees of this company also employees of the City of Kingsport, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education? ____ Yes ____ No

If you answered yes please state the name of the employee or board member

- 6. By submission of this form, the vendor is certifying that no conflicts of interest exist.

P. DRUG FREE WORKPLACE REQUIREMENTS:

- 1. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

Q. ELIGIBILITY:

- 1. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

R. GENERAL:

1. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
2. Such offer is genuine and is not a collusive or sham offer.

S. IRAN DIVESTMENT ACT:

1. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

T. NON-COLLUSION:

1. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.
2. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

U. BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

1. In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

V. NON-BOYCOTT OF ISRAEL AFFIDAVIT

1. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

- W.
1. The contract will be awarded for a period of three (3) years with a renewal option on an annual basis in one (1) year increments providing all terms, conditions and costs are acceptable to both parties. The city reserves the right to re-issue an RFP at the end of any contract period.

Request for Proposal
Zip-line and Adventure Course Operator
Bays Mountain Park & Planetarium

City of Kingsport

The City of Kingsport invites interested parties to submit proposals to operate Bays Mountain Park's Zip-Line and Adventure Course. Proposals must include operation plans, employee and program scheduling while incorporating current Adventure Course Features.

Proposals must include the percent % of commission of zip-line and adventure course gross sales profit (total revenue before expenses) to be paid to the City of Kingsport.

Equipment

The city will furnish the Zip-line and Adventure Course (aerial and ground course) along with equipment listed on the exhibit page.

Hours of Operation

Zip-line and Adventure Course must operate under regular park hours during the week, weekends, and holidays April - October. Special events occurring after park hours will be scheduled accordingly with park staff.

Park Hours:

March -October 8:30am - 8pm

Nov. – Feb. 8:30am - 5pm

Examination of site

A site visit is highly recommended for all interested parties. Parties should schedule a visit with the Park Manager.

Megan Krager

Bays Mountain Park, Park Manager

(423) 229-9490 office

(423) 956-6107 cell

Megankrager@kingsporttn.gov

Scope of Service

Seasonal service operating the Adventure Course at Bays Mountain Park. Adventure Course is made up of the zip-line, ropes course (high and low), and the land obstacle course.

Duties:

- hiring staff
- training staff
- managing staff
- scheduling yearly inspections with the state
- scheduling yearly inspections with Challenge Design Innovations by Feb.
- Obtaining Certificate of Insurance
- Providing yearly, quarterly, and daily maintenance inspections of all course components from equipment to structures.

The City is seeking an experienced vendor to operate the Zip-Line and Adventure Course at Bays Mountain Park for school groups, general public, civic clubs, and special events. The vendor must demonstrate knowledge and experience of running a successful Zip-Line and Adventure Course using current industry standards. Bays Mtn. Park highly encourages the Adventure Course to operate April – Oct but not limited to those months.

Service delivery and required services

Park staff will close and lock the entrance gate every night. It is the responsibility of the vendor that the Adventure Course area, equipment, and building are closed and locked properly every night. Adventure Course shall be open during regular park hours and be open during specific special events. Vendor will work with park and city staff marketing and scheduling Adventure Course activities.

Vendor shall provide trained personnel to adequately operate the Adventure Course in accordance with all state and federal employment regulations.

Vendor shall maintain a clean environment in and around the Adventure Course area. Vendor is responsible for acquiring all permits/insurance and scheduling all inspections.

Vendor is responsible for providing the city a copy of all permits/insurances/ and inspections.

Vendor shall maintain **All** aspects of the Adventure Course in proper working order and notify designated park staff of issues pertaining to tree or animal damage to the course.

Operating Services

The selected vendor shall provide the following schedules to park staff:

- Facility inspections
- Staff Trainings
- Operating Schedule

Minimum operation: weekends April – October. (open to other months and options) Selected vendor will work with designated park staff in creating a workable operating schedule.

The selected vendor will have exclusive rights to the Zip-line and Adventure Course area at Bays Mountain Park & Planetarium.

Contract Term

The initial term of the contract will be for a period of three years with the option for annual renewals provided all terms and conditions are acceptable to both parties. Cost or fees shall remain firm for the contract period. The City reserves the right to re-bid at the end of the contract period.

Contract Award

The contract award, if made, shall be made to the vendor whose response shall be deemed to be in the best interest of the City. Considerations in the award shall be experience, operating plans, financial proposal, and ability to meet the city's insurance requirements.

Contract Termination

Either party may terminate this contract with sixty (60) days written notice without cause.

Evaluation Criteria

Vendor responses will be evaluated on responsiveness, experience, financial offer, and ability to complete the scope of service successfully as well as City of Kingsport code of Ordinances and applicable State Law.

Rights and Options of the City of Kingsport

The City reserves the following rights and options:

- Determine those vendors who are most qualified.
- Reject any or all vendors for any reason, at its sole discretion.
- Supplement, amend, or otherwise modify this RFP.
- Cancel this RFP with or without the submission of another RFP.
- Issue additional solicitations for information and proposals, and conduct investigations with respect to the qualifications of each respondent.

Zip-line/Ropes Course Inventory 2024

Performed By	Laura Ellis	Date	2/21/2024
		Department	Bays Mountain Park

Item Description	Size	Quantity
Misty Mountain Harness (blue)	Standard	33
Misty Mountain Harness (green/grey)	Youth	27
Petzl Aspir Harness	1	2
Petzl Aspir Harness	2	2
Petzl Swan Freefall Harness (full-body)	Standard	7
Helmet (yellow)	Standard	5
Helmet (blue)	Standard	35
Helmet (white)	Standard	12
Helmet (red)	Standard	13
Double Lanyard	-	37
Snap Hooks (extra)	-	12
Trolleys	-	29
Carabiners	-	26
Figure 8 Descender	-	1
Ascenders	-	0
Anchor Plates	-	0
Safety Bags	-	2