

## REQUEST FOR PROPOSAL

Sealed Price Proposals for the following will be received by the Procurement Manager until 4:00 P.M., Eastern Time, December 15, 2022, and at that time publicly opened in 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:** Waste Water Treatment Plant Centrifuge Repair Services

A non-mandatory pre-proposal conference will be held on December 8, 2022 @ the Waste Water Treatment Plant Administration Center located @ 620 W. Industry Drive, Kingsport, TN 37660.

Documents for the above referenced item are available online at [kingsporttn.gov/city-services/purchasing](http://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No submitted proposals may be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time of the receipt of proposals.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 "WWTP Centrifuge Repair Services". 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: 11/27/22

Chris McCartt  
City Manager

**REQUEST FOR PROPOSAL**

**WWTP Centrifuge Repair Services**



City of Kingsport, TN

Utilities Department

## Section A - Proposal Instructions

### 1. General

- A. The intent of this Proposal is to establish a contract to provide service and repairs to the City's three Bird centrifuges for the City of Kingsport WWTP.
- B. The specifications contained within this proposal are the minimum requirements. Any omission shall not relieve the Proposer of furnishing quality service in a timely manner. Any variances must be clearly identified.
- C. No contract entered into as the result of the Proposer's response to this request may be subject to any type of non-disclosure agreement.

### 2. Submittal Procedures / Timing

- A. Sealed Proposals will be received by 4:00 P.M. ET on December 15, 2022 in Conference Room 436 @ City Hall. Address envelope to:

**Procurement Manager, City of Kingsport**  
**415 Broad Street**  
**Kingsport, TN 37660**

One original proposal signed by an authorized representative and three (3) copies (for a total of 4) shall be enclosed.

- B. Proposal submittals, modifications, or corrections received after the scheduled closing time will not be considered and will be returned. The City of Kingsport is not responsible for delays in delivery by mail, courier, etc.
- C. No submitted proposals may be withdrawn for a minimum of sixty (60) days after proposal opening
- D. Timing:
  - 1. Advertisement: November 27, 2022
  - 2. Pre-Bid Conference: December 8, 2022 @ 1:00 PM
  - 3. Sealed Bids Due/Opened: December 15, 2022 @ 4:00 PM
  - 4. Notice of Award January, 2023
  - 5. Presentation to Board: January/February, 2023, if necessary

\*Please note that the pre-bid conference will be held in the Waste Water Treatment Plant Administration Center located @ 620 W. Industry Drive, Kingsport, TN 37660.

### 3. Proposal Documents

The proposal shall include the following documents:

- A. A cover letter with the name, address, phone number, fax number, and website URL for your firm together with the name, address, phone number, fax number, and email for the project manager or person whom the City can contact in regard to the RFP
- B. A written description of the services proposed
- C. Contractor qualifications summary documenting a minimum of 5 years of experience in the type of work, size, and scope specified
- D. Reference page, which shall contain contact names, telephone numbers, and email address, which the City can use in the verification process
- E. Contractor's confined space entry certificates (2 employees minimum)
- F. Bid Proposal Form (Appendix A)
- G. Compliance Affidavit (Appendix B – **must be Signed and Notarized**)

### 4. Acceptance/Rejection of Proposals

- A. The City reserves the right to accept any or all proposals and make the award to the Proposer, who in the opinion of the City, is in their best interest. Considerations in the award shall be: company and employee qualifications, product service guarantee, necessary resources for the job, agreement with the City's terms, conditions and cost.
- B. 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.
- C. The City reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award, has failed to deliver on time contracts of similar nature, who has been suspended or disbarred from doing business with the City, or who is not in a position to perform properly under this contract.
- D. The City, in accordance with its governing directives, reserves the right to reject any or all Proposals and to waive informalities, irregularities, and technicalities in the proposal process and to issue a new request for proposal, and unless otherwise specified by the Proposer, to accept any item.
- E. Proposals will be valid for a period of 60 days after the submittal date.

### 5. Project Award

- A. The award shall be for a period of three years with a renewal option in annual increments if terms, conditions, and costs are acceptable to both parties. The service may be re advertised at the end of any contract period.

## 6. Insurance Required

- A. 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 will effectively prevent any accident to person(s) 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.
- B. Successful Proposer shall at its own expense secure and maintain in effect throughout the duration of the contract and thereafter for the duration of Tennessee's statute of repose insurance as may be required by City for the limits specified by City but in no event less than the limits specified for itself as well as for any of its subcontractors. All policy limits shall be available for the benefit of the City on a primary and noncontributory basis notwithstanding any limits required by City. All policies shall be from insurers that have a Certificate of Authority issued by or are otherwise eligible to operate in and by the State of Tennessee. Each insurer shall have a rating of A or better by AM Best or its equivalent identified by the City as an approved alternate. A Certificate of Insurance is required upon award and shall include the following language: "The City of Kingsport, Tennessee, its Board of Mayor and Alderman, officers, volunteers, agents, and employees are additional insureds for the full limits of all policies listed herein or otherwise applicable on a primary and noncontributory basis." The Certificate of Insurance shall also clearly state the following: "Should any of the above described policies be canceled before the expiration date, the issuing company shall provide a thirty (30) days written notice to the certificate holder." Path shall provide a complete certified copy of any policy including all endorsements and exclusions upon request. Successful Proposer understands that as a condition of the award it shall bear responsibility for the payment of any deductible or other retention of it or any of its subcontractors for any claim arising from any policy or program required by City. It is further agreed that any insurance protection required by City or otherwise provided by successful Proposer, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City of Kingsport, Tennessee, its Board of Mayor and Alderman, officers, volunteers, agents, and employees. Successful Proposer shall be obligated to waive and shall have its insurers waive, its rights of subrogation. The successful Proposer shall maintain such insurance as will protect 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.
- C. Insurance coverages and limits to include but not necessarily limited to:
  1. One Million Dollars (\$1,000,000.00) limit Comprehensive General Public and Professional Liability, Comprehensive Automobile Liability and Owner's Liability.

2. One Million Dollars (\$1,000,000.00) Malpractice Insurance per occurrence, Five Million Dollars (\$5,000,000.00) aggregate.
  3. 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."
- D. The insurance requirements will be effective for the life of any contract/agreement entered into by the Proposer and the City.

## **7. General Terms and Conditions**

- A. Taxes – The City is exempt from Federal Excise Tax, State of Tennessee and local sales tax. The Proposer must quote prices which do not include these taxes, unless by law the taxes must be a part of the price. Exemption certificates will be furnished upon request.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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."
- G. 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.
- H. 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.

- I. 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.

## **8. Property Damage**

- A. Should the Contractor or his employees cause any damage to public or private property, the Contractor will be required to make repairs immediately.
- B. The City may elect to make repairs or replacements of damaged public or private property and deduct the cost of such from moneys due or to become due to the Contractor under this contract with the City.

## **9. Payment**

- A. Contractor shall submit monthly billings for all fees incurred pursuant to this contract during the preceding month. Contractor shall advise the OWNER prior to exhausting authorized funds. The billings shall identify the nature of the work performed and the units of work performed. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

## **10. Assignment**

- A. Neither party to the contract shall assign the contract, or subcontract it as a whole, without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him/her hereunder, without the previous written consent of the City.

# **Section B - Centrifuge Scope / Specifications**

## **1. Scope of Service**

The City of Kingsport Wastewater Treatment Plant currently has three Andritz-Bird horizontal solid wall bowl centrifuges (Serial Nos. LB-3691, LB-3692 and LB-3693). The City is seeking to establish a renewable contract for up to 5 years, for the offsite and, if necessary, onsite maintenance of these three centrifuges and gearboxes. The centrifuges are located at: 620 Industry Drive, Kingsport, TN 37660.

Centrifuge operations are monitored daily to allow consistent operation and maintenance of the units. The awarded contractor will be responsible for providing all labor, insurance, licenses, permits, fees, supervision, equipment, freight, transportation and all other essentials necessary to provide an off-site rebuild of a Andritz-Bird 150gpm centrifuge(s) and associated Viscotherm gearboxes and include on-site service for installation. The Contractor must supply only original equipment manufacturer (OEM) parts and equipment. Substitutions or "or equal" parts shall not be permitted unless each substitution is specifically approved by the City of Kingsport in writing. Any request for approval of "or equal" parts must be accompanied by product literature stating that it meets or exceeds OEM specifications.

Pricing on the RFP Proposal Form shall include the following:

- A. Price for dismantling, cleaning, inspecting, and photos- provide digital photographs of unit as received, and any damage found (photographs become property of the City) before the unit leaves WWTP.
- B. Provide price per hour for centrifuge rotating assembly repairs.
- C. Provide price per hour for centrifuge Viscotherm Rotodiff gearbox repairs.
- D. Provide price for transportation of centrifuge and equipment.

## **2. Technicians**

- A. Contractor shall employ competent, efficient employees skilled in the work assigned to them. Contractor will provide the Water Utility with a list of names, photo identification, background checks, vehicle information and other required information for the employees performing work.
- B. Contractor's technicians will always display in a clear manner, photo identifications. Each photo identification shall have Installation Company and employee's name.



**Appendix A**

**RFP Proposal Form**

**Centrifuge**

Price for dismantling, cleaning, inspecting, and photos. Provide digital photographs of unit as received, and any damage found (photographs become property of the City) before the unit leaves WWTP. \$\_\_\_\_\_

Provide price per hour for centrifuge rotating assembly repairs. \$\_\_\_\_\_

Provide price per hour for centrifuge Viscotherm Rotodiff gearbox repairs. \$\_\_\_\_\_

Provide total price for transportation of centrifuge and equipment. \$\_\_\_\_\_

**Note:** The items listed above include all support items listed in Section B.1. Scope of Service

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**THIS PROPOSAL FORM MUST BE SIGNED TO BE VALID.**

COMPLIANCE AFFIDAVIT(S) (TOTAL OF 2 PAGES)

THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED AND INCLUDED WITH ALL BIDS – FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.

VENDOR: \_\_\_\_\_

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.

DRUG FREE WORKPLACE REQUIREMENTS:

7. 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.

ELIGIBILITY:

8. 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.

GENERAL:

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

IRAN DIVESTMENT ACT:

11. 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.

**NON-COLLUSION:**

12. 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.
13. 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.

**BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:**

14. 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.

**NON-BOYCOTT OF ISRAEL AFFIDAVIT**

15. 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.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements. The undersigned also declares under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

SIGNED

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: \_\_\_\_\_

BY (NOTARY PUBLIC): \_\_\_\_\_

MY COMMISION EXPIRES ON: \_\_\_\_\_