

REQUEST FOR PROPOSAL

Sealed Price Proposals for the following will be received by the Procurement Manager until 4:00 P.M. Eastern Time, June 1, 2023, and at that time publicly opened in Conference Room 436, 4th Floor, City Hall located at 415 Broad Street, Kingsport, TN. All proposals will be considered for award or rejection at a later date.

PROJECT: City of Kingsport Holiday Lights

Documents for the above referenced item are available online at <https://www.kingsporttn.gov/city-services/purchasing/invitations-to-bid-requests-for-proposals-requests-for-qualifications/>. All questions regarding this Request for Proposal must be submitted to Brent Morelock, Procurement Manager, at the following email, brentmorelock@kingsporttn.gov, no later than May 23, 2023 at 4:00 P.M. Eastern Time.

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No submitted proposals may be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time of the receipt of proposals.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 in accordance with the RFP documents. 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: 5/13/23

Chris McCartt

City Manager

Holiday Lights
Request for Proposal for the City of Kingsport

PART I - INTRODUCTION

The City of Kingsport, Tennessee is requesting proposals from qualified holiday lights vendors interested in performing services in whole or in part necessary to develop and implement the holiday lights for the City of Kingsport; herein thereafter referred to as the City.

Response Process:

The process for selecting an appropriate vendor for holiday lights is designed to attract competitive bids from companies supportive of complementing the City.

Criteria for selection- Prospective corporations will be appraised on the basis of categories deemed most appropriate for a successful partnership. Those are:

1. Financial structure of proposal
2. Term of proposal
3. Contract servicing plan
4. City of Kingsport Code of Ordinances

Rejection

The City of Kingsport reserves the right to reject any proposal.

Addenda

Any interpretation, correction, or change of the RFP will be made by an addendum.

Selection Process

Following the RFP opening the internal review team will review all proposals submitted and if necessary schedule interviews with those who submitted proposals. Ultimately, a recommendation will be made to the Kingsport Board of Mayor and Alderman. The date for that recommendation is not yet known.

Selection Criteria Details

Financial Proposal- Respondent must outline its financial proposal including: availability, unit measure comparable to the desired items found within this RFP, delivery timeframe, delivery cost if any.

Term- The contract will be awarded with conditions and costs that are acceptable to both parties.

Equipment

- A. The successful vendor(s) will be required to furnish, all agreed upon equipment, if necessary, at all locations designated by the City. The equipment shall be current models and of the latest technology, be energy and/or electrically efficient, and be aesthetically acceptable by the City. Said equipment includes but is not limited to the following:
 - a. Post decor
 - b. Skyline garland and lights
 - c. light strands, C-6 warm white LED
 - d. replacement bulbs and sockets

B. All equipment shall be quiet and not disruptive to the public.

Equipment Provided on Site

- A. Outlets
- B. Posts with hardware
- C. Skyline connections (Steel plate with eye bolt bracket.)

Desired Holiday Lights

- 1000 extra replacement bulbs E12-ML
- 710 light strings for Broad St trees (C-6 LED Warm white miniature strands)
- 50 - 18 foot green garland, warm white lights
- 4 green garland skylines, warm white lights, 100' each for Broad Street
- 1 Fiberglass Christmas ball stack of 4 with frame (approximate 4 foot height), red in color
- 1 Fiberglass Santa Sleigh roughly 10ft x 5 ft x 5 ft, red in color
- 3 Fiberglass Christmas light bulb set of 3 approx. 6 feet height, multi-color
- 1 Christmas ball chair
- 6 silhouette bells, warm white lights, no larger than 5 feet in diameter and 30 lbs. (Sullivan St.)
- 10 snowflake clusters silhouette, warm white lights, no larger than 5 feet in diameter and 30 lbs total (Market St)
- 8 ornament clusters silhouette, warm white lights, no larger than 5 feet in diameter and 30 lbs total (New St)
- 8 Single snowflake silhouette, warm white lights, no larger than 5 feet in diameter and 30 lbs total (Cherokee St)
- 8 star clusters silhouette, warm white lights, no larger than 5 feet in diameter and 30 lbs total (Commerce St)
- 10 tree silhouette, warm white lights, no larger than 5 feet in diameter and 30 lbs total (Shelby St)

Samples

Samples are not required but may be requested of the product(s) offered at no cost to the City for evaluation purposes. Samples will be returned to submitters once the evaluation process has been completed. Vendors are required to provide the return address to ship the samples back as well as your UPS account number to apply the freight charges to.

The examples below should be used to guide your company through the process of selecting and proposing holiday lights that will best suit the City's needs. Variations of the examples below will be evaluated and considered.





Crystal Valley Decorating

Installation Instructions - Long Single Pole Mount Decorations

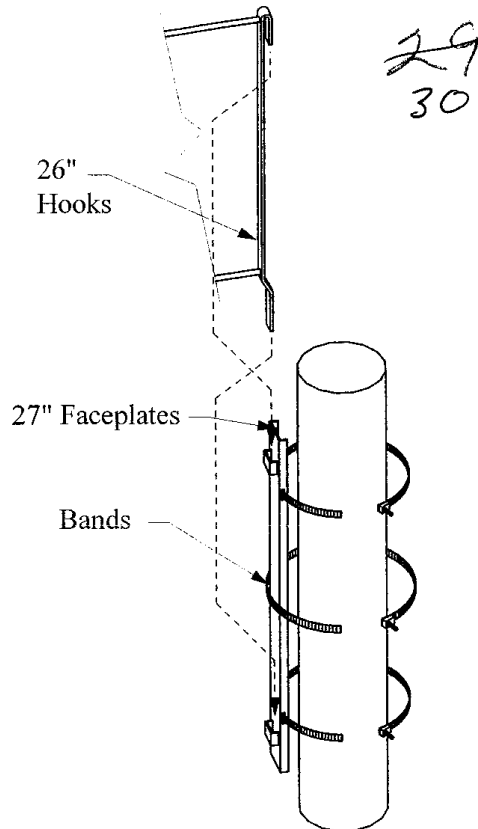
GENERAL INSTRUCTIONS

It is recommended that the Installation Supervisor secure a copy of Valley's catalog in order to see how various designs should appear when installed correctly.

Shipping cartons have been specifically designed for each product. Care should be taken when removing decorations from the cartons. It is recommended that the decorations be stored in their factory cartons between seasons.

ELECTRICAL : It is recommended that a qualified electrician be contacted for bringing electrical power to the decorations. Sources of electrical power for the decorations will vary, depending upon your circumstances. Be sure to provide adequate electrical service to prevent overloaded circuits. All sockets and wire used by Crystal Valley are U.L. approved.

LAMPS : Crystal Valley's manufacturer's warranty does not cover lamps or electrical shorts. Each decoration is carefully inspected before leaving the factory to assure that all lamps are operative, however shock or undue vibration during shipment or installation may cause lamp damage.



STEP 2

Mount decoration onto the pole by inserting the mounting hooks into the slots of the faceplates from above

STEP 1

Place faceplate on pole and use THREE bands to secure in place. Two bands feed through the holes at the top and bottom of the faceplate, and the other band goes around outside of the faceplate, in the middle. Tighten the screws using a screwdriver or 5/16" socket.

PROCUREMENT PROCESS

- A. Proposals will be received by the Procurement Manager until 4:00 P.M., Eastern Time on June 1, 2023, 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 City of Kingsport Holiday Lights
- 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, May 23, 2023 and an addendum will be issued by 4:00 P.M., Eastern Time, on May 25, 2023 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.